

AnnuiChoice®

Flexible Premium Variable Annuity



RISK MANAGEMENT FINANCIAL SOLUTIONS

PROSPECTUS
MAY 1, 2012

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Issuer: Integrity Life Insurance Company

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- We make every effort to ensure the accuracy of information.

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When you enter into a business relationship with us, we may share your personal information with your agent, producer, or advisor and our companies and business partners so that they can service your policy or account. Some examples of when we may share this information include mailing your statement or processing transactions that you request. You cannot opt out of our sharing of this information for such purposes. We may also share your personal information where federal and state law requires.

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We follow the data security laws that apply to us. We protect your information by using physical and technical safeguards. We limit access to your information to those who need it to do their jobs. Our business partners are also legally bound to use your information for our purposes only. They may not share it or use it in any other way.

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You can always ask us for a copy of your personal information. Please call us at 800.325.8583 to access your personal information or for questions about our privacy policy. For your protection, we will verify your identity before providing you with your information. We can only give access to information that we control. We don't charge a fee for giving you a copy of your information now, but we may charge a small fee in the future. You can call your agent or producer to change your personal information. But, we can't update information that other companies provide to us. So, you'll need to contact these other companies to change your information.

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AnnuiChoice® II Variable Annuity
May 1, 2012

Integrity Life Insurance Company
Separate Account I of Integrity Life Insurance Company

This prospectus describes the AnnuiChoice II flexible premium variable annuity contract and the Investment Options available under the contract. This prospectus contains information about Separate Account I of Integrity Life Insurance Company (Separate Account I) and the contract that you should know before investing. You should read this prospectus and any supplements, and retain them for future reference.

The Securities and Exchange Commission (SEC) has not approved or disapproved these securities or determined that this prospectus is adequate. Any representation to the contrary is a criminal offense.

A registration statement relating to these contracts, which includes a Statement of Additional Information (SAI) dated May 1, 2012, has been filed with the SEC (file numbers 811-04844 and 333-44876). The SAI is incorporated by reference into this prospectus. A free copy of the SAI is available by sending in the form on the last page of this prospectus, or by writing or calling our Administrative Office listed in the glossary. You will find the table of contents for the SAI at the end of Part 9 of this prospectus.

You can review and copy information about this annuity contract at the SEC's Public Reference Room in Washington, D.C. For hours of operation of the Public Reference Room, please call 202-551-8090. You also may obtain information about this annuity contract on the SEC's Internet site at <http://www.sec.gov>. Copies of that information are also available, after paying a duplicating fee, by writing the SEC's Public Reference Section, 100 F. Street NE, Washington, D.C. 20549-0102.

This prospectus does not constitute an offering in any jurisdiction where such offering may not lawfully be made. No person is authorized to make any representations in connection with this offering other than those contained in this prospectus.

This annuity is not a bank product and is not an obligation of, nor guaranteed by, the financial institution where it is offered. It is not insured by the FDIC, NCUSIF or other federal entity. It is subject to investment risks, including possible loss of the principal amount invested.

Although this Prospectus was primarily designed for potential purchasers of the variable annuity contract, you may be receiving this Prospectus as a current contract owner. As a current contract owner, you should note that the options, features, and charges may vary depending on when you purchased your contract. You can find information about the options, features, and charges that may have changed in Part 10 – Prior Contracts.

You may invest your contributions in any of the Investment Options listed below.

BlackRock Variable Series Funds, Inc., Class III

BlackRock Capital Appreciation V.I. Fund
BlackRock Global Allocation V.I. Fund

Columbia Funds Variable Portfolios

Columbia VP – Mid Cap Value Opportunity, Class 1
Columbia VP – Small Cap Value Fund, Class 2

DWS Investments VIT Funds, Class B

DWS Small Cap Index VIP Fund

Fidelity® Variable Insurance Products, Service Class 2

Fidelity VIP Asset Manager Portfolio
Fidelity VIP Balanced Portfolio
Fidelity VIP Contrafund® Portfolio
Fidelity VIP Disciplined Small Cap Portfolio
Fidelity VIP Equity-Income Portfolio
Fidelity VIP Freedom 2010 Portfolio
Fidelity VIP Freedom 2015 Portfolio
Fidelity VIP Freedom 2020 Portfolio
Fidelity VIP Freedom 2025 Portfolio
Fidelity VIP Freedom 2030 Portfolio*
Fidelity VIP Growth Portfolio
Fidelity VIP High Income Portfolio
Fidelity VIP Index 500 Portfolio
Fidelity VIP Investment Grade Bond Portfolio
Fidelity VIP Mid Cap Portfolio
Fidelity VIP Overseas Portfolio

Franklin Templeton VIP Trust, Class 2

Franklin Growth and Income Securities Fund
Franklin Income Securities Fund
Franklin Large Cap Growth Securities Fund
Franklin Small Cap Value Securities Fund
Mutual Shares Securities Fund
Templeton Foreign Securities Fund
Templeton Growth Securities Fund

INVESCO Variable Insurance Funds, Series II

Invesco Van Kampen V.I. American Franchise Fund
Invesco Van Kampen V.I. Comstock Fund
Invesco Van Kampen V.I. Mid Cap Value Fund (to be
renamed Invesco Van Kampen V.I. American Value Fund 7/15/2012)
Invesco V.I. International Growth Fund

(Morgan Stanley) The Universal Institutional Funds, Inc., Class II

Morgan Stanley UIF Emerging Markets Debt Portfolio
Morgan Stanley UIF Emerging Markets Equity Portfolio
Morgan Stanley UIF U.S. Real Estate Portfolio

PIMCO Variable Insurance Trust, Advisor Class

PIMCO VIT All Asset Portfolio
PIMCO VIT CommodityRealReturn® Strategy Portfolio
PIMCO VIT Low Duration Portfolio
PIMCO VIT Real Return Portfolio
PIMCO VIT Total Return Portfolio

Rydex Variable Trust (Guggenheim Variable Insurance Funds)

Guggenheim VT Managed Futures Strategy Fund
Guggenheim VT U.S. Long Short Momentum Fund

Touchstone® Variable Series Trust

Touchstone VST Baron Small Cap Growth Fund
Touchstone VST Core Bond Fund
Touchstone VST High Yield Fund
Touchstone VST Large Cap Core Equity Fund
Touchstone VST Mid Cap Growth Fund
Touchstone VST Money Market Fund
Touchstone VST Third Avenue Value Fund
Touchstone VST Aggressive ETF Fund
Touchstone VST Conservative ETF Fund
Touchstone VST Enhanced ETF Fund
Touchstone VST Moderate ETF Fund

Fixed Accounts

Guaranteed Rate Options*
Systematic Transfer Options*

* Fund not available with optional Guaranteed Lifetime Income Advantage Rider.

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TABLE OF CONTENTS

	Page AC2I-
Glossary	5
Part 1 - Fees and Expense Tables and Summary	7
Contract Owner Transaction Expenses	7
Annual Administrative Charge	7
Separate Account Annual Expenses	7
Examples	8
Accumulation Unit Values	9
Summary of Contract	9
Investment Goals and Risks	9
Your Rights and Benefits	9
Account Value and Surrender Value	10
Your Right to Revoke (Free Look Period)	10
How Your Contract is Taxed	10
Part 2 - Integrity and the Separate Account	10
Integrity Life Insurance Company	10
Separate Account I and the Variable Account Options	11
Distribution of Variable Annuity Contracts	11
Changes in How We Operate	11
Part 3 - Your Investment Options	12
The Variable Account Options	12
Static Asset Allocation Models	22
The Fixed Accounts	22
Part 4 - Deductions and Charges	25
Mortality and Expense Risk Charge	25
Annual Administrative Charge	25
Reduction of the Mortality and Expense Risk Charge or Annual Administrative Charge	25
Portfolio Charges	25
Withdrawal Charge	25
Reduction or Elimination of the Withdrawal Charge	26
Hardship Waiver	26
Commission Allowance and Additional Payments to Distributors	27
Optional Benefit Charges	27
Transfer Charge	27
Tax Reserve	27
State Premium Tax	27
Part 5 - Terms of Your Variable Annuity	28
Purchasing the Contract	28
Contributions	28
Units in Our Separate Account	29
How We Determine Unit Value	29
Transfers	29
Excessive Trading	30
Specific Notice Regarding the Use of this Annuity for Market Timing or Frequent Trading	31
Withdrawals	32
Assignments	33
Death Benefit Paid on Death of Annuitant	33
Distribution on Death of Owner	35
Spousal Continuation	36
Death Claims	37
Maximum Retirement Date and Annuity Benefit	37
Annuity Benefit Payments	38
Timing of Payment	38

How You Make Requests and Give Instructions	38
Part 6 - Optional Benefits	38
Guaranteed Lifetime Income Advantage Rider	38
Highest Anniversary Death Benefit Rider	45
Enhanced Earnings Benefit Rider	45
Part 7 - Voting Rights	46
How Portfolio Shares Are Voted	46
How We Determine Your Voting Shares	47
Part 8 - Tax Aspects of the Contract	47
Introduction	47
Your Contract is an Annuity	47
Taxation of Annuities Generally	48
Tax Treatment of Living Benefits	49
Tax-Favored Retirement Programs	49
Federal and State Income Tax Withholding	50
Tax Status of the Company	50
Transfers Among Investment Options	50
Part 9 - Additional Information	50
Systematic Withdrawal Program	50
Income Plus Withdrawal Program	51
Choices Plus Required Minimum Distribution Program	51
Dollar Cost Averaging Program	52
Systematic Transfer Program	52
Customized Asset Rebalancing Program	52
Systematic Contributions Program	53
Legal Proceedings	53
Table of Contents of Statement of Additional Information	53
Part 10 - Prior Contracts	54
AnnuiChoice II and AnnuiChoice I (Contracts issued before May 1, 2012)	54
Guaranteed Lifetime Income Advantage Rider (Available from Feb. 25, 2008 to April 30, 2012)	56
Guaranteed Lifetime Income Advantage Rider (Available from Feb. 25, 2008 to Feb. 28, 2010)	56
Guaranteed Lifetime Income Advantage Rider (Available from Feb. 25, 2008 to Feb. 28, 2009)	57
Guaranteed Minimum Withdrawal Benefit (Available from May 21, 2007 to February 24, 2008)	57
Guaranteed Return Plus Rider (Available from June 26, 2006 to November 24, 2008)	65
Highest Anniversary Death Benefit Rider (Available before May 1, 2007)	67
AnnuiChoice I (Contracts issued from May 1, 2004 to July 30, 2006)	67
AnnuiChoice I (Contracts issued before May 1, 2004)	68
Touchstone Choice	70
Appendices	71
Appendix A – Financial Information for Separate Account I of Integrity	71
Appendix B – Withdrawal Charge Examples	93
Appendix C – Illustration of a Market Value Adjustment	95
Appendix D – Parties to the Contract and Guide to Spousal Continuation	97
Appendix E – Illustration of Guaranteed Lifetime Income Advantage	99
Appendix F – Illustration of Enhanced Earnings Benefit	105
Appendix G – Total Annual Portfolio Operating Expense Table	106

GLOSSARY

Account Value - the value of your contract, which consists of the values of your Investment Options added together.

Adjusted Account Value - your Account Value increased or decreased by any Market Value Adjustment made to your Guaranteed Rate Options.

Administrative Office - Integrity Life Insurance Company, P.O. Box 5720, Cincinnati, Ohio 45201-5720. Our express mail address is Integrity Life Insurance Company, 400 Broadway, Cincinnati, Ohio 45202-3341. You may also call us at 1-800-325-8583. You are required to use this address to make requests and give instructions about your annuity contract.

Annuitant - the person whose life is used to determine the Maximum Retirement Date and the amount of the Annuity Benefit and whose death triggers the payment of the Death Benefit. The Annuitant must be a human being, and cannot be changed after the Contract Date.

Annuity Benefit - periodic payments beginning on your Retirement Date that you may elect instead of a lump sum.

Business Day - any day that the New York Stock Exchange is open.

Contract Anniversary - occurs once annually on the same day as the Contract Date.

Contract Date - the date we issue you the annuity contract. It is shown on the schedule page of your contract.

Contract Year - a year that starts on your Contract Date or any Contract Anniversary.

Death Benefit - benefit paid to the Annuitant's beneficiary after the death of the Annuitant.

Death Benefit Date - the Business Day we receive an original certified death certificate and our death claim forms in Good Order, including the beneficiary's election of form of payment.

Distribution on Death - a distribution paid to the owner's beneficiary after the death of the owner.

Enhanced Earnings Benefit (EEB) - an optional Death Benefit.

Fixed Accounts - Guaranteed Rate Options and the Systematic Transfer Option.

Free Withdrawal Amount - the amount you may withdraw in any Contract Year without paying a withdrawal charge.

General Account - the account that contains all of our assets other than those held in separate accounts.

Good Order - complete information we require to process your application, claim or any other request.

Guaranteed Lifetime Income Advantage (GLIA) - an optional benefit that guarantees lifetime payments will be available for withdrawal.

GLIA Investment Strategies - Investment strategies available when a GLIA Rider is purchased.

Guaranteed Rate Option (GRO) - a Fixed Account that offers Guarantee Periods with fixed annual effective interest rates.

Guarantee Period - the length of time from the date of your contribution into a GRO until the GRO matures.

Market Value Adjustment (MVA) - an upward or downward adjustment made to the value of your GRO if

you make withdrawals or transfers from the GRO, or elect an Annuity Benefit, before the end of the Guarantee Period.

Highest Anniversary Death Benefit - an optional Death Benefit.

Investment Options - Variable Account Options and Fixed Accounts, collectively.

Maximum Retirement Date - the last Annuitant's 100th birthday, which is the latest date you can begin your Annuity Benefit or receive a lump sum payment.

Nonqualified Annuity - an annuity that is not a Qualified Annuity.

Portfolio - a mutual fund in which a Variable Account Option invests.

Processing Office - 400 Broadway, Cincinnati, Ohio 45202.

Qualified Annuity - an annuity contract that qualifies under the Tax Code as an Individual Retirement Annuity that meets the requirements of Section 408 or 408A of the Tax Code or an annuity contract purchased under a retirement plan that receives favorable tax treatment under Section 401, 403, 457 or similar provisions of the Tax Code.

Retirement Date - any date before the Maximum Retirement Date that you choose to begin taking an Annuity Benefit.

Rider - a supplement to your contract or additional feature that provides an optional benefit at an additional cost.

Separate Account - Separate Account I of Integrity Life Insurance Company.

Surrender Value - your Adjusted Account Value reduced by any withdrawal charge, pro rata annual administrative charges and optional benefit charges.

Systematic Transfer Options (STOs) - Fixed Accounts that accept new contributions, which must be transferred from the STO into Variable Account Options within either a six-month or a one-year period. The STOs provide a guaranteed fixed interest rate that is effective for the STO period selected.

Tax Code - the Internal Revenue Code of 1986, as amended, or any corresponding provisions of subsequent United States revenue laws, and applicable regulations of the Internal Revenue Service.

Unit - measure of your ownership interest in a Variable Account Option.

Unit Value - value of each Unit calculated on any Business Day.

Variable Account Options - Investment Options available to you under the contract other than the Fixed Accounts. Each Variable Account Option invests in a corresponding Portfolio with the same name.

Part 1 – Fees and Expense Tables and Summary

The following tables describe the fees and expenses that you will pay when buying, owning, withdrawing from and surrendering the contract.¹

The first table describes the fees and expenses that you will pay at the time you buy the contract, withdraw from or surrender the contract, or transfer value among Investment Options. State premium tax may also be deducted.²

Contract Owner Transaction Expenses

Maximum Deferred Sales Load (Withdrawal Charge) as a percentage of contributions ³	8%
Transfer Charge (for each transfer after 12 transfers in one Contract Year) ⁴	\$20

The following tables describe the fees and expenses that you will pay periodically during the time that you own the contract, not including total annual portfolio operating expenses.

Annual Administrative Charge

Annual Administrative Charge ⁵	\$30
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Separate Account Annual Expenses as a percentage of value charged

	Maximum Charge	Current Charge
Mortality and Expense Risk Charge (assessed on value in Variable Account Options)	1.15%	1.15%
Optional Highest Anniversary Death Benefit Charge (assessed on value in Variable Account Options) ⁶	0.20%	0.20%
Optional Enhanced Earnings Benefit Charge (assessed on Account Value; charge shown is for Annuitants age 70-79) ^{6,7}	0.50%	0.50%
Optional Guaranteed Lifetime Income Advantage-Individual Rider Charge (assessed on Payment Base) ⁶	1.20%	0.90%
Optional Guaranteed Lifetime Income Advantage-Spousal Rider Charge (assessed on Payment Base) ⁶	1.60%	1.15%
Highest Possible Total Separate Account Annual Expenses⁸	2.95%	2.50%

¹ Expenses for prior versions of the contract, if different, are located in Part 10.

² State premium taxes currently range from 0 to 3.5%.

³ Withdrawal charges decrease based on the age of each contribution. See Part 4.

⁴ This charge does not apply to transfers made in the Dollar Cost Averaging, Customized Asset Rebalancing, or Systematic Transfer programs.

⁵ This charge will be waived if the Account Value is at least \$75,000 on the last day of the Contract Year.

⁶ See Part 6.

⁷ Assessed quarterly on the Account Value and is based on the Annuitant's age on the Contract Date:

Age	Charge at annual effective rate	Total Charge to Variable Account Options if Enhanced Earnings Benefit (and no other optional benefit) is elected
59 or less	0.20%	1.35%
60-69	0.40%	1.55%
70-79	0.50%	1.65%

⁸ You may elect only one of these optional benefits: Enhanced Earnings Benefit, Individual Guaranteed Lifetime Income Advantage or Spousal Guaranteed Lifetime Income Advantage. Therefore the highest possible total separate account annual expenses reflect the election of the optional Guaranteed Lifetime Income Advantage – Spousal Rider.

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

Minimum: 0.35%

Maximum: 2.26%

See Appendix G for a detailed Total Annual Portfolio Operating Expense Table.

We have entered into agreements with the investment advisors and/or distributors of each of the Portfolios. Under the terms of these agreements, we will provide administrative, marketing and distribution services to the Portfolios. The Portfolios or their investment advisors or distributors pay us fees equal to an annual rate ranging from 0.05% to 0.45% of the average daily net assets invested by the Variable Account Options in the Portfolios. These fees may be paid by the investment advisors from the investment advisors' assets or from the Portfolios under plans adopted by the Portfolios pursuant to Rule 12b-1 under the Investment Company Act of 1940 (1940 Act). In addition, we may receive marketing allowances from investment advisors to support training and distribution efforts.

Examples

The examples that follow are intended to help you compare the cost of investing in this contract with the cost of investing in other variable annuity contracts. Each example assumes that you invest \$10,000 in the contract for the time period indicated. Each example also assumes that your investment has a 5% return each year. Your actual costs may be higher or lower.

Highest Cost Example using Maximum Charge for Highest Cost Rider

The following example includes withdrawal charges, the annual administrative charge, the mortality and expense risk charge and the maximum Portfolio operating expenses, plus the cost of the Highest Anniversary Death Benefit and the maximum cost of the GLIA Spousal Rider, where the younger Annuitant is age 65 on the Contract Date. If the current cost of the GLIA Spousal Rider was used, the total cost would be less than indicated in this example. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
\$1,374	\$2,432	\$3,407	\$5,909

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
\$574	\$1,732	\$2,907	\$5,909

Highest Cost Example with No Riders

The following example includes the withdrawal charge, the annual administrative charge, the mortality and expense risk charge, and the maximum Portfolio operating expenses. The cost of optional Riders is not included. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
\$1,185	\$1,868	\$2,468	\$4,044

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
\$385	\$1,168	\$1,968	\$4,044

Accumulation Unit Values

See Appendix A.

Summary of Contract

"We," "our," "us," "the Company" and "Integrity" mean Integrity Life Insurance Company. "You" and "your" mean the owner. This variable annuity contract is a contract between you and us. You, as the owner, have certain rights under the contract. If you purchase this annuity contract as a Nonqualified Annuity, the Annuitant named by you may be you or another person. It is important that you carefully select the owner, Annuitant, the owner's beneficiary and the Annuitant's beneficiary in order to achieve your objectives. See Part 5, sections titled "Death Benefit Paid on Death of Annuitant," "Distribution on Death of Owner" and "Spousal Continuation;" see also Appendix D.

Investment Goals and Risks

This contract allows you to accumulate money for retirement or other long-term goals. An investment in any of the Variable Account Options carries with it certain risks, **including the risk that the value of your investment will decline and you could lose money.** The Variable Account Options invest in Portfolios, most of which invest in common stocks. You could lose money if one of the issuers of the stocks becomes financially impaired or if the stock market as a whole declines. There is also the inherent risk that holders of common stock generally are behind creditors and holders of preferred stock for payments in the event of the bankruptcy of a stock issuer.

For a complete discussion of the risks associated with investing in any particular Variable Account Option, see the prospectus of the corresponding Portfolio with the same name.

Your Rights and Benefits

As the owner of the contract, you have the following rights:

- To contribute, transfer and withdraw money. See Part 5.
- To invest in the Investment Options. See Part 3.
- To elect an Annuity Benefit. See Part 5, section titled "Maximum Retirement Date and Annuity Benefit."
- To elect optional benefits available at the time you purchase the annuity contract. See Part 6.
- To name the Annuitant.
- To name the Annuitant's beneficiary to receive the Death Benefit upon the death of the Annuitant. See Part 5, section titled "Death Benefit Paid on Death of Annuitant."
- To name the owner's beneficiary to receive a distribution upon your death, as owner, or the death of a joint owner, if any. **If there are joint owners, the death of either one will be treated as the death of both under this contract. Upon the death of either owner, a distribution of the Surrender Value is required to be made to the owner's beneficiary. The joint owner is not the owner's beneficiary.** See Part 5, section titled "Distribution on Death of Owner." If the owner is a trust, custodian or other entity, the owner must name itself as the Annuitant's beneficiary and the owner's beneficiary.

Your rights are subject to the rules and significant limitations stated in your contract, in this prospectus and under the Tax Code.

This contract is intended to offer only annuity and related benefits (including death benefits and optional living benefits) to human beings, and to assume the related risks. This contract is not intended for use by institutional investors. We may reject changes to the parties named in the contract if the risk originally

assumed by us in issuing the contract is materially altered, multiple annuity contracts issued by us are being utilized to cover a single risk, or if the result of the change is to transfer rights or benefits to an institutional investor.

Account Value and Surrender Value

Your Account Value consists of the values of your Investment Options added together. Any amount allocated to a Variable Account Option will go up or down in value depending on the investment experience of the corresponding Portfolio. The value of contributions allocated to the Variable Account Options is not guaranteed. The value of your contributions allocated to the Fixed Accounts is guaranteed, subject to any applicable MVAs. Your Account Value also is subject to various charges. See Part 4.

Your Adjusted Account Value is your Account Value, increased or decreased by any MVAs. See Part 3, section titled "Market Value Adjustments."

Your Surrender Value is equal to your Adjusted Account Value, minus any withdrawal charge, minus the pro rata portion of the annual administrative charges and optional benefit charges, if applicable, and minus any applicable premium tax. See Part 4.

Your minimum Account Value is \$1,000 (\$2,000 in Texas and Washington). If the Account Value goes below the minimum Account Value and we have received no contributions from you for two Contract Years, we may terminate the contract and pay you the Account Value. We will notify you in advance and will give you at least 60 days to make additional contributions if you wish to keep your contract in force. The minimum Account Value does not apply if you have a GLIA Rider.

Your Right to Revoke (Free Look Period)

You may cancel your contract within 10 days after you first receive it by returning it to our Administrative Office by mail, postmarked within the 10-day period. We will extend the 10-day period if required by state law. If you cancel your contract, we will return your Account Value, which may be more or less than your original contribution depending upon the investment experience of the Variable Account Options you selected. You bear the investment risk during the 10-day period, as well as any fees and charges incurred during the period your contract is in force. See Part 4 for more discussion of the fees and charges. Some states require that we return your contribution, or some amount other than your Account Value. In that case, we will return the greater of the amount required by state law and your Account Value.

How Your Contract is Taxed

This annuity contract and your benefits under the contract, including the deferral of taxes on your investment growth, are controlled by the Tax Code. **If this contract is a Qualified Annuity, such as an IRA, the qualified plan status provides tax deferral and this contract provides no additional tax-deferral benefit.**

Generally, the withdrawals you make before you are 59½ years old are subject to a 10% federal tax penalty on the taxable portion of the amounts withdrawn. You should read Part 8, "Tax Aspects of the Contract" for more information, and consult a tax advisor. **We do not provide tax advice.**

Part 2 – Integrity and the Separate Account

Integrity Life Insurance Company

Integrity is a stock life insurance company organized under the laws of Arizona on May 3, 1966, and redomesticated to Ohio on January 3, 1995. Our principal executive office is located at 400 Broadway, Cincinnati, Ohio 45202. We are authorized to sell life insurance and annuities in 46 states and the District of Columbia. Integrity is a subsidiary of The Western and Southern Life Insurance Company, a life insurance company organized under the laws of the State of Ohio on February 23, 1888. The Western and Southern Life Insurance Company has guaranteed the insurance obligations of Integrity to its contract owners, including the owners of this contract (the Guarantee). Insurance obligations include the Account Value invested in the Fixed

Accounts, the Death Benefit, and Annuity Benefit. The Guarantee does not guarantee investment performance on the portion of your Account Value invested in the Variable Account Options. The Guarantee provides that contract owners can enforce the Guarantee directly.

Separate Account I and the Variable Account Options

Separate Account I was established in 1986, and is maintained under the insurance laws of the State of Ohio. The Separate Account is a unit investment trust, which is a type of investment company governed by the 1940 Act.

Under Ohio law, we own the assets of our Separate Account and use them to support the Variable Account Options of your contract and other variable annuity contracts. You participate in the Separate Account in proportion to the amounts in your Variable Account Options. Integrity Life Insurance Company is responsible for all obligations under the contract.

Income, gains and losses, whether realized or unrealized, from assets allocated to the Separate Account are credited to or charged against the Separate Account without regard to our other income, gains or losses. The assets of the Separate Account may not be charged with the liabilities arising out of our other businesses. We may allow fees that are owed to us to stay in the Separate Account, and, in that way, we can participate proportionately in the Separate Account. We may also periodically withdraw amounts that are earned and owed to us from the Separate Account.

The Separate Account is divided into subaccounts called Variable Account Options. Each Variable Account Option invests in shares of a corresponding Portfolio (or fund) with the same name. The Variable Account Options currently available to you are listed in Part 3.

Distribution of Variable Annuity Contracts

Touchstone Securities, Inc., an affiliate of Integrity, serves as the principal underwriter for our variable annuity contracts. The principal business address of Touchstone Securities, Inc. is 303 Broadway, Cincinnati, Ohio, 45202. The contracts are sold by individuals who represent us as insurance agents and who are also registered representatives of broker-dealers or financial institutions that have entered into distribution agreements with us.

Changes in How We Operate

We can change how the Company or our Separate Account operates, subject to the approval of federal or state regulators when required by the 1940 Act or other applicable laws. We will notify you if any changes result in a material change in the underlying Portfolios or the Investment Options. We may:

- combine the Separate Account with any other separate account we own;
- transfer assets of the Separate Account to another separate account we own;
- add, remove, substitute, close, combine or limit investment in an Investment Option or withdraw assets relating to your contract from one Variable Account Option and put them into another;
- register or end the registration of the Separate Account under the 1940 Act;
- operate our Separate Account under the direction of a committee or discharge a committee at any time (the committee may be composed of a majority of persons who are "interested persons" of Integrity);
- restrict or eliminate any voting rights of owners or others that affect our Separate Account; this may only occur if there is a change in current SEC rules;
- cause one or more Variable Account Options to invest in a fund other than or in addition to the Portfolios;
- operate our Separate Account or one or more of the Investment Options in any other form the law allows, including a form that allows us to make direct investments;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the contracts as annuities and/or Qualified Annuities under the Tax Code; or
- make other changes required under federal or state law relating to annuities.

Part 3 - Your Investment Options

You may invest your contributions to this contract in the Variable Account Options, the Fixed Accounts or both. (If you purchase the GLIA Rider, your Investment Options are limited. See Part 6.)

Each Variable Account Option invests in shares of a mutual fund, referred to as a Portfolio (or fund). Each Variable Account Option and its corresponding Portfolio share the same name. The value of your Variable Account Option will vary with the performance of the corresponding Portfolio. For a full description of each Portfolio, see that Portfolio's prospectus and SAI.

The Variable Account Options

A brief description of each Portfolio, including the name of the advisor, the investment objective and some additional information about investment strategies, is provided below. Management fees and other expenses deducted from each Portfolio, as well as risks of investing, and more information about the Portfolio's investment strategies, are described in that Portfolio's prospectus. **For a prospectus containing complete information on any Portfolio, including the risks associated with investing, call our Administrative Office toll-free at 1-800-325-8583.**

BlackRock Variable Series Funds, Inc.

Each fund is a series of the BlackRock Variable Series Funds, Inc. BlackRock Advisors, LLC is the investment manager to each fund and is located at 100 Bellevue Parkway, Wilmington, Delaware 19809.

Following is a brief description of the BlackRock funds. There are no guarantees that a fund will achieve its objectives. **You should read each BlackRock fund's prospectus carefully before investing.**

BlackRock Capital Appreciation V.I. Fund

The BlackRock Capital Appreciation V.I. Fund seeks long-term growth of capital. The fund invests primarily in a diversified portfolio consisting of primarily common stocks of U.S. companies that fund management believes have shown above-average growth rates in earnings over the long term. To a lesser extent the fund may also invest in securities convertible into common stock and rights to subscribe to common stock of these companies. The fund emphasizes investments in companies with medium to large market capitalization (currently, approximately \$2 billion or more). The fund generally invests at least 65% of its total assets in common stock, convertible preferred stock, securities convertible into common stock, and rights to subscribe to common stock. Of these securities, the fund will generally invest in common stock.

BlackRock Global Allocation V.I. Fund

The BlackRock Global Allocation V.I. Fund seeks high total investment return. The fund invests in equity, debt and money market securities. At any given time, however, the fund may emphasize either debt or equity securities. In selecting equity investments, the fund mainly seeks securities that fund management believes are undervalued. The fund may invest in the securities of corporate and governmental issuers located anywhere in the world. The fund may buy debt securities of varying maturities and paying a fixed or fluctuating rate of interest. The fund may invest up to 35% of its total assets in "junk bonds," corporate loans and distressed securities. The fund may also invest in real estate investment trusts (REITs). The fund may seek exposure to the investment returns of real assets that trade in the commodity markets through investment in commodity-linked derivative instruments and investment vehicles that exclusively invest in commodities such as exchange traded funds. The fund may also gain exposure to commodity markets by investing up to 25% of its total assets of its total assets in BlackRock Cayman Islands, which invests primarily in commodity-related instruments. When choosing investments, the advisor considers various factors, including opportunities for equity or debt investments to increase in value, expected dividends and interest rates. The fund generally seeks diversification across markets, industries and issuers as one of its strategies to reduce volatility. The fund has no geographic limits on where it may invest. This flexibility allows the fund management to look for investments in markets around the world, including emerging markets, that it believes will provide the best asset allocation to meet the fund's objective. The fund may invest in the securities of companies of any market capitalization.

Columbia Funds Variable Portfolios

Columbia Variable Portfolio – Mid Cap Value Opportunity Fund is a series of the Columbia Funds Variable Series Trust II. Columbia Variable Portfolio – Small Cap Value Fund is a series of the Columbia Funds Variable Insurance Trust. Columbia Management Investment Advisers, LLC is the investment advisor to the both funds and is located at 225 Franklin Street, Boston, MA 02110.

Following is a brief description of the Columbia funds. There are no guarantees that a fund will achieve its objectives. **You should read each Columbia fund's prospectus carefully before investing.**

Columbia Variable Portfolio – Mid Cap Value Opportunity Fund

The Columbia Variable Portfolio – Mid Cap Value Opportunity Fund seeks long-term growth of capital. Under normal circumstances, the fund invests at least 80% of its net assets in equity securities, generally common stocks, of companies that have market capitalizations in the range of the companies in the Russell Midcap® Value Index, which the advisor believes are undervalued. The fund may invest up to 25% of total assets in foreign securities. The fund also may invest in any economic sector and, at times, may emphasize one or more particular sectors.

Columbia Variable Portfolio – Small Cap Value Fund

The Columbia Variable Portfolio – Small Cap Value Fund seeks long-term capital appreciation. Under normal circumstances, the fund invests at least 80% of its net assets in equity securities of companies that have market capitalizations in the range of the companies in the Russell 2000 Value Index, which the advisor believes are undervalued and have the potential for long-term growth. The fund may invest up to 20% of total assets in foreign securities. The fund may also invest in REITs.

DWS Investments VIT Funds

The fund is a series of the DWS Investments VIT Funds. Deutsche Investment Management Americas Inc. is the investment advisor for the fund and is located at 345 Park Avenue, New York, NY 10154. Northern Trust Investment, Inc. is sub-advisor for the fund.

Following is a brief description of the fund. There are no guarantees that a fund will achieve its objectives. **You should read the DWS Investments VIT fund's prospectus carefully before investing.**

DWS Small Cap Index VIP

The DWS Small Cap Index VIP fund seeks to replicate, as closely as possible, before the deduction of expenses, the performance of the Russell 2000® Index, which emphasizes stocks of small U.S. companies. Under normal circumstances, the fund invests at least 80% of its assets, determined at the time of purchase, in stocks of companies included in the Russell 2000® Index and in derivative instruments, such as stock index futures contracts and options that provide exposure to the stocks of companies in the index.

Fidelity® Variable Insurance Products

Each Portfolio is a series of a Fidelity Variable Insurance Products trust. Fidelity Management & Research Company (FMR) is the investment advisor to each Portfolio, except VIP Freedom Portfolios, which is advised by Strategic Advisers, Inc. Both FMR and Strategic Advisers, Inc. are located at 82 Devonshire Street, Boston, MA 02109.

Following is a brief description of each Fidelity VIP Portfolio. There are no guarantees that a Portfolio will achieve its objective. **You should read each Fidelity VIP portfolio's prospectus carefully before investing.**

Fidelity VIP Asset Manager Portfolio

The VIP Asset Manager Portfolio seeks high total return with reduced risk over the long term by allocating its assets among stocks, bonds and short-term instruments maintaining a neutral mix over time of 50% of assets in stocks, 40% of assets in bonds, and 10% of assets in short-term and money market instruments. FMR invests in domestic and foreign issuers either directly or by investing in Fidelity central funds.

Fidelity VIP Balanced Portfolio

The VIP Balanced Portfolio seeks income and capital growth consistent with reasonable risk by investing approximately 60% of assets in stocks and other equity securities and the remainder in bonds and other debt

securities, including lower-quality debt securities, when its outlook is neutral. FMR invests at least 25% of the Portfolio's total assets in fixed-income senior securities, including debt securities and preferred stock. FMR invests in domestic and foreign issuers. With respect to equity investments, FMR may invest in either growth or value stocks or both. FMR uses fundamental analysis to select investments and also invests in Fidelity's central funds.

Fidelity VIP Contrafund® Portfolio

The VIP Contrafund® Portfolio seeks long-term capital appreciation. FMR normally invests the Portfolio's assets primarily in common stocks of domestic and foreign issuers. FMR invests the Portfolio's assets in securities of companies whose value it believes is not fully recognized by the public. FMR allocates the Portfolio's assets across different market sectors, using different Fidelity managers, and may invest in growth stocks, value stocks or both. FMR uses fundamental analysis to select investments.

Fidelity VIP Disciplined Small Cap Portfolio

The VIP Disciplined Small Cap Portfolio seeks capital appreciation by investing primarily in common stocks of domestic and foreign issuers, and normally investing at least 80% of assets in securities of companies with small market capitalizations, which, for purposes of this Portfolio, are those companies with market capitalizations similar to companies in the Russell 2000® Index or the S&P® SmallCap 600 Index. FMR invests in either growth stocks, value stocks or both and uses computer-aided, quantitative analysis of historical valuation, growth, profitability, and other factors.

Fidelity VIP Equity-Income Portfolio

The VIP Equity-Income Portfolio seeks reasonable income. The Portfolio will also consider the potential for capital appreciation. The goal is to achieve a yield which exceeds the composite yield on the securities comprising the S&P 500® Index. FMR normally invests 80% of assets in equity securities, primarily in income-producing equity securities, which tends to lead to investments in large cap value stocks, and potentially invests in other types of equity and debt securities, including lower-quality debt securities. FMR invests in domestic and foreign issuers using fundamental analysis to select investments.

Fidelity VIP Freedom 2010 Portfolio

The VIP Freedom 2010 Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. FMR invests in a combination of underlying Fidelity VIP domestic equity, international equity, bond and short-term funds using a moderate asset allocation strategy designed for investors expecting to retire around the year 2010 and allocates assets among underlying Fidelity funds according to an asset allocation strategy that becomes increasingly conservative until it reaches 15% in domestic equity funds, 5% in international equity, 40% in bond funds and 40% in short-term funds (approximately 10 to 15 years after the year 2010).

Fidelity VIP Freedom 2015 Portfolio

The VIP Freedom 2015 Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. FMR invests in a combination of underlying Fidelity VIP domestic equity, international equity, bond and short-term funds using a moderate asset allocation strategy designed for investors expecting to retire around the year 2015 and allocates assets among underlying Fidelity funds according to an asset allocation strategy that becomes increasingly conservative until it reaches 15% in domestic equity funds, 5% in international equity, 40% in bond funds and 40% in short-term funds (approximately 10 to 15 years after the year 2015).

Fidelity VIP Freedom 2020 Portfolio

The VIP Freedom 2020 Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. FMR invests in a combination of underlying Fidelity VIP domestic equity, international equity, bond and short-term funds using a moderate asset allocation strategy designed for investors expecting to retire around the year 2020 and allocates assets among underlying Fidelity funds according to an asset allocation strategy that becomes increasingly conservative until it reaches 15% in domestic equity funds, 5% in international equity, 40% in bond funds and 40% in short-term funds (approximately 10 to 15 years after the year 2020).

Fidelity VIP Freedom 2025 Portfolio

The VIP Freedom 2025 Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. FMR invests in a combination of underlying Fidelity VIP domestic equity, international equity, bond and short-term funds using a moderate asset allocation strategy designed for investors expecting to retire around the year 2025 and allocates assets among underlying Fidelity funds according to an asset allocation strategy that becomes increasingly conservative until it reaches 15% in domestic equity funds, 5% in international equity, 40% in bond funds and 40% in short-term funds (approximately 10 to 15 years after the year 2025).

Fidelity VIP Freedom 2030 Portfolio

The VIP Freedom 2030 Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. FMR invests in a combination of underlying Fidelity VIP domestic equity, international equity, bond and short-term funds using a moderate asset allocation strategy designed for investors expecting to retire around the year 2030 and allocates assets among underlying Fidelity funds according to an asset allocation strategy that becomes increasingly conservative until it reaches 15% in domestic equity funds, 5% in international equity, 40% in bond funds and 40% in short-term funds (approximately 10 to 15 years after the year 2030).

Fidelity VIP Growth Portfolio

The VIP Growth Portfolio seeks capital appreciation by investing primarily in common stocks of domestic and foreign companies FMR believes have above-average growth potential. FMR uses fundamental analysis to select investments.

Fidelity VIP High Income Portfolio

The VIP High Income Portfolio seeks a high level of current income, while also considering growth of capital. FMR normally invests primarily in income-producing debt securities, preferred stocks, and convertible securities, with an emphasis on lower-quality debt securities. FMR may also invest in non-income producing securities, including defaulted securities and common stocks. FMR invests in domestic and foreign issuers and may invest in companies that are in troubled or uncertain financial condition. FMR uses fundamental analysis to select investments.

Fidelity VIP Index 500 Portfolio

The VIP Index 500 Portfolio seeks investment results that correspond to the total return of common stocks publicly traded in the United States as represented by the S&P 500[®] Index. FMR normally invests at least 80% of the Portfolio's assets in common stocks included in the S&P 500 and lends securities to earn income.

Fidelity VIP Investment Grade Bond Portfolio

The VIP Investment Grade Bond Portfolio seeks as high a level of current income as is consistent with the preservation of capital by normally investing at least 80% of assets in medium and high quality investment-grade debt securities of all types, including those issued by domestic and foreign issuers, and repurchase agreements for those securities. The Portfolio may invest in lower-quality debt securities. FMR allocates assets across different market sectors and maturities. FMR manages the Portfolio to have overall interest rate risk similar to the Barclays Capital U.S. Aggregate Bond Index. FMR analyzes the credit quality of the issuer, security-specific features, current and potential future valuation, and trading opportunities to select investments. FMR invests in Fidelity's central funds and engages in transactions that have a leveraging effect on the Portfolio.

Fidelity VIP Mid Cap Portfolio

The VIP Mid Cap Portfolio seeks long-term growth of capital by investing primarily in common stocks of domestic and foreign issuers. FMR normally invests at least 80% of the Portfolio's assets in securities of companies with medium market capitalizations, which for purposes of this Portfolio, are those companies with market capitalizations similar to companies in the Russell Midcap[®] Index or the S&P[®] MidCap 400 Index. FMR may buy growth stocks, value stocks, or both, and may potentially invest in companies with smaller or larger market capitalizations. FMR uses fundamental analysis to select investments.

Fidelity VIP Overseas Portfolio

The VIP Overseas Portfolio seeks long-term growth of capital primarily through investments in common stock. FMR normally invests at least 80% of the Portfolio's assets in non-U.S. securities. FMR allocates investments across countries and regions and uses fundamental analysis to select investments.

Franklin Templeton Variable Insurance Products Trust

Each fund is a series of the Franklin Templeton Variable Insurance Products Trust (FTVIPT). Affiliates of Franklin Resources, Inc., which operates as Franklin[®] Templeton[®] Investments, serve as the investment advisors for the funds as indicated below.

Below is a brief description of the Franklin Templeton Variable Insurance Products Trust Funds. There are no guarantees that a fund will achieve its objective. **You should read each FTVIPT fund's prospectus carefully before investing.**

FTVIPT Franklin Growth and Income Securities Fund

The Franklin Growth and Income Securities Fund seeks capital appreciation with current income as a secondary goal. The fund normally invests predominantly in equity securities, including securities convertible into common stock. The investment advisor is Franklin Advisers, Inc., located at One Franklin Parkway, San Mateo, CA 94403.

FTVIPT Franklin Income Securities Fund

The Franklin Income Securities Fund seeks to maximize income while maintaining prospects for capital appreciation. The fund normally invests in both debt and equity securities. The investment advisor is Franklin Advisers, Inc., located at One Franklin Parkway, San Mateo, CA 94403.

FTVIPT Franklin Large Cap Growth Securities Fund

The Franklin Large Cap Growth Securities Fund seeks capital appreciation. The fund normally invests at least 80% of its net assets in investments of large capitalization companies. The investment advisor is Franklin Advisers, Inc., located at One Franklin Parkway, San Mateo, CA 94403.

FTVIPT Franklin Small Cap Value Securities Fund

The Franklin Small Cap Value Securities Fund seeks long-term total return. The fund normally invests at least 80% of its net assets in investments of small capitalization companies. The investment advisor is Franklin Advisory Services, LLC, located at One Parker Plaza, Ninth Floor, Fort Lee, NJ 07024.

FTVIPT Mutual Shares Securities Fund

The Mutual Shares Securities Fund seeks capital appreciation, with income as a secondary goal. The fund normally invests primarily in U.S. and foreign equity securities that the advisor believes are undervalued. The investment advisor is Franklin Mutual Advisers, LLC, located at 101 John F. Kennedy Parkway, Short Hills, NJ 07078.

FTVIPT Templeton Foreign Securities Fund

The Templeton Foreign Securities Fund seeks long-term capital growth. The fund normally invests at least 80% of its net assets in investments of issuers located outside the U.S., including those in emerging markets. The investment advisor is Templeton Investment Counsel, LLC, located at 300 S.E. 2nd Street., Fort Lauderdale, FL 33301.

FTVIPT Templeton Growth Securities Fund

The Templeton Growth Securities Fund seeks long-term capital growth. The fund normally invests primarily in equity securities of companies located anywhere in the world, including those in the U.S. and in emerging markets. The investment advisor is Templeton Global Advisors Limited, located at Lyford Cay, Nassau, Bahamas.

Invesco Variable Insurance Funds

Each fund is a series of the AIM Variable Insurance Funds (Invesco Variable Insurance Funds). Invesco Advisers, Inc. is the investment advisor for each of the funds and is located at 1555 Peachtree Street, NE, Atlanta, Georgia 30309.

Below is a brief description of the Invesco Variable Insurance Funds. There are no guarantees that a fund will achieve its objective. **You should read each Invesco fund's prospectus carefully before investing.**

Invesco Van Kampen V.I. American Franchise Fund

The Invesco Van Kampen V.I. American Franchise Fund seeks capital growth. Under normal market conditions, the fund's advisor seeks to achieve the fund's investment objective by investing at least 80% of the fund's net assets (plus any borrowings for investment purposes) in a portfolio of U.S. companies that are considered by the advisor to have strong earnings growth. The fund may invest up to 20% of its assets in securities of foreign issuers. The fund may also invest in securities of issuers determined by the advisor to be in developing or emerging market countries. The fund may invest and up to 10% of its total assets in REITs.

Invesco Van Kampen V.I. Comstock Fund

The Invesco Van Kampen V.I. Comstock Fund seeks capital growth and income through investment in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks. Under normal market conditions, the fund invests at least 80% of its net assets (plus any borrowings for investment purposes) in common stocks at the time of investment. The fund emphasizes a value style of investing, seeking well-established, undervalued companies, which the advisor believes have potential for capital growth and income. The fund may invest in issuers of small, medium, or large sized companies. The fund may invest up to 25% of its total assets in securities of foreign issuers and up to 10% of its total assets in REITs.

Invesco Van Kampen V.I. Mid Cap Value Fund

(This fund will be renamed the Invesco Van Kampen V.I. American Value Fund as of July 15, 2012)

The Invesco Van Kampen V.I. Mid Cap Value Fund seeks to provide above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities. The fund will normally invest at least 80% of its net assets (plus any borrowings for investment purposes) in common stocks and other equity securities, including depositary receipts and securities convertible into common stock of companies traded on a U.S. securities exchange with market capitalizations that fall within the range of companies included in the Russell Midcap[®] Value Index. The fund may invest up to 20% of its total assets in securities of foreign issuers. The fund may invest up to 20% of its net assets in REITs.

Effective July 15, 2012, the description above will be replaced by the following:

The Invesco Van Kampen V.I. American Value Fund Under seeks to provide above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities. The fund normally invests at least 80% of its net assets (plus any borrowings for investment purposes) in securities of U.S. issuers at the time of investment. The fund deems an issuer to be a U.S. issuer if (i) its principal securities trading market is in the U.S.; (ii) alone or on a consolidated basis it derives 50% or more of its annual revenue from goods produced, sales made or services performed in the U.S.; or (iii) it is organized under the laws of, or has a principal office in the U.S. The advisor may purchase stocks that typically do not pay dividends. In complying with the 80% investment requirement, the fund may include synthetic securities that have economic characteristics similar to the fund's direct investments that are counted toward the 80% investment requirement. The fund may invest up to 20% of its total assets in securities of foreign issuers. The fund may invest up to 20% of its net assets in REITs.

Invesco V.I. International Growth Fund

The Invesco V.I. International Growth Fund seeks long-term growth of capital. The fund invests primarily in equity securities of foreign issuers that are considered by the fund's portfolio managers to have strong earnings growth. The fund focuses its investments in equity securities of foreign issuers that are listed on a recognized foreign or U.S. securities exchange or traded in a foreign or U.S. over-the-counter market.

(Morgan Stanley) The Universal Institutional Funds, Inc.

Each Portfolio is a series of the The Universal Institutional Funds, Inc. (UIF). Morgan Stanley Investment Management Inc. is the investment advisor for each of the UIF Portfolios and is located at 522 Fifth Avenue, New York, NY 10036.

Below is a brief description of the UIF Portfolios. There are no guarantees that a Portfolio will achieve its objective. **You should read each UIF Portfolio's prospectus carefully before investing.**

Morgan Stanley UIF Emerging Markets Debt Portfolio

The UIF Emerging Markets Debt Portfolio seeks high total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries. Using macroeconomic and fundamental analysis, the advisor seeks to identify emerging market or developing countries that are believed to be undervalued and have attractive or improving fundamentals. After the country allocation is determined, the sector and security selection is made within each country. The Portfolio's holdings may range in maturity from overnight to 30 years or more and will not be subject to any minimum credit rating standard. Under normal circumstances, at least 80% of the Portfolio's assets will be invested in debt securities of issuers located in emerging market or developing countries.

Morgan Stanley UIF Emerging Markets Equity Portfolio

The UIF Emerging Markets Equity Portfolio seeks long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries. The global strategists of the Portfolio's investment advisor, and its sub-advisers, Morgan Stanley Investment Management Limited and Morgan Stanley Investment Management Company, analyze the global economic environment, particularly its impact on emerging markets, and allocate the Portfolio's assets among emerging markets based on relative economic, political and social fundamentals, stock valuations and investor sentiment. Under normal circumstances, at least 80% of the Portfolio's assets will be invested in equity securities of issuers located in emerging market or developing countries. The Portfolio may invest up to 10% of its net assets in foreign real estate companies.

Morgan Stanley UIF U.S. Real Estate Portfolio

The UIF U.S. Real Estate Portfolio seeks to provide above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including REITs. The Portfolio focuses on REITs as well as real estate operating companies that invest in a variety of property types and regions. Under normal circumstances, at least 80% of the Portfolio's assets will be invested in equity securities of companies in the U.S. real estate industry.

PIMCO Variable Insurance Trust

Each Portfolio is a series of the PIMCO Variable Insurance Trust. Pacific Investment Management Company LLC is the investment advisor to each Portfolio and is located at 840 Newport Center Drive, Newport Beach, California 92660.

Below is a brief description of the PIMCO Variable Insurance Trust Portfolios. There are no guarantees that a Portfolio will achieve its objective. **You should read each PIMCO VIT fund's prospectus carefully before investing.**

PIMCO VIT All Asset Portfolio

The PIMCO VIT All Asset Portfolio seeks maximum real return consistent with preservation of real capital and prudent investment management. The Portfolio normally invests substantially all of its assets in the Institutional Class of other PIMCO funds and does not invest directly in stocks or bonds of other issuers. The Portfolio is a "fund of funds," which is a term used to describe mutual funds that pursue their investment objective by investing in other mutual funds.

PIMCO VIT CommodityRealReturn[®] Strategy Portfolio

The PIMCO VIT CommodityRealReturn Strategy Portfolio seeks maximum real return consistent with prudent investment management. The Portfolio normally invests in commodity-linked derivative instruments, including commodity index-linked notes, swap agreements, commodity options, future and options on futures, backed by a portfolio of inflation-indexed securities and other fixed income instruments. The Portfolio may also invest in common and preferred stocks, as well as convertible securities of issuers in commodity-related industries. The

Portfolio may invest 10% of its total assets in high yield securities, also known as “junk bonds.” The Portfolio may invest up to 30% of its total assets in securities denominated in foreign currencies, may invest beyond this limit in U.S. dollar denominated securities of foreign issuers and will normally limit its foreign currency exposure (from non-U.S. dollar-denominated securities or currencies) to 20% of its total assets. The Portfolio may, without limitation, seek to obtain market exposure to the securities in which it primarily invests by entering into a series of purchase and sale contracts or by using other investment techniques (such as buy back or dollar rolls). The Portfolio may invest up to 10% of its total assets in securities and instruments that are economically tied to emerging market countries.

PIMCO VIT Low Duration Portfolio

The PIMCO VIT Low Duration Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management. The Portfolio normally invests at least 65% of its total assets in a diversified portfolio of fixed income instruments of varying maturities, which may be represented by forwards or derivatives, such as options, futures contracts or swap agreements. The Portfolio may invest 10% of its total assets in junk bonds, up to 10% of its total assets in securities and instruments that are economically tied to emerging market countries and up to 30% of its total assets in securities denominated in foreign currencies.

PIMCO VIT Real Return

The PIMCO VIT Real Return Portfolio seeks maximum real return, consistent with preservation of real capital and prudent investment management. The Portfolio normally invests at least 80% of its net assets in inflation-indexed bonds of varying maturities issued by the U.S. and non-U.S. governments, their agencies or instrumentalities and corporations, which may be represented by forwards or derivatives, such as options, futures contracts or swap agreements. The Portfolio may invest 10% of its total assets in junk bonds, up to 10% of its total assets in securities and instruments that are economically tied to emerging market countries and up to 30% of its total assets in securities denominated in foreign currencies. The Portfolio may invest up to 10% of its total assets in preferred stock.

PIMCO VIT Total Return

The PIMCO VIT Total Return Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management. The Portfolio normally invests at least 65% of its total assets in a diversified portfolio of fixed income instruments of varying maturities, which may be represented by forwards or derivatives, such as options, futures contracts or swap agreements. The Portfolio may invest 10% of its total assets in junk bonds, up to 15% of its total assets in securities and instruments that are economically tied to emerging market countries and up to 30% of its total assets in securities denominated in foreign currencies. The Portfolio may invest up to 10% of its total assets in preferred stock, convertible securities and other equity-related securities.

Rydex Variable Trust (Guggenheim Variable Insurance Funds)

Each fund is a series of the Rydex Variable Trust. Guggenheim Investments is the investment advisor to each fund and is located at 805 King Farm Boulevard, Suite 600, Rockville, Maryland 20850.

Below is a brief description of the each Guggenheim VT fund. There are no guarantees that a fund will achieve its objective. **You should read each Guggenheim VT fund's prospectus carefully before investing.**

Guggenheim VT Managed Futures Strategy Fund

The Guggenheim VT Managed Futures Strategy Fund seeks to achieve positive absolute returns. The fund's investment methodology is based primarily on the Standard & Poor's Diversified Trends Indicator[®], a systematic rules-based trend-following strategy. It represents a composite of commodity and financial futures designed to provide exposure to both up and down major global market price trends. The fund will seek to gain exposure to the composite of commodity and financial futures by investing in: commodity futures, options, and options on futures; exchange-traded funds (“ETFs”); other pooled investment vehicles that provide exposure to the commodities and financial futures markets; commodity, currency, and financial-linked instruments (for example, structured notes and swap agreements); and common stock. The fund may also invest up to 25% of its total assets in a wholly-owned and controlled Cayman Islands subsidiary. The subsidiary, unlike the fund, may invest without limitation in commodity-linked derivative instruments.

Guggenheim VT U.S. Long Short Momentum Fund

The Guggenheim VT U.S. Long Short Momentum Fund seeks long-term capital appreciation and seeks to respond to the dynamically changing economy by moving its investments among different sectors or industries. The advisor uses a quantitative methodology to rank approximately sixty different industries based on several measures of momentum, including price momentum. The fund then buys long the common stock of companies in the top ranked industries and may sell short the common stock of companies in the lowest ranked industries.

Touchstone® Variable Series Trust

Each fund is a series of the Touchstone Variable Series Trust. Touchstone Advisors, Inc., which is affiliated with us, advises each of the funds, along with a sub-advisor that is listed under each fund description below. The advisor is located at 303 Broadway, Suite 1100, Cincinnati, Ohio 45202.

Below is a brief description of each Touchstone VST fund. There are no guarantees that a fund will achieve its objective. **You should read each Touchstone VST fund's prospectus carefully before investing.**

Touchstone VST Baron Small Cap Growth Fund

The Touchstone VST Baron Small Cap Growth Fund seeks long-term capital appreciation by normally investing at least 80% of its assets in common stocks of small-sized growth companies. A small-sized growth company is defined as a company having a market capitalization of under \$2.5 billion at the time of purchase. The sub-advisor seeks securities it believes have favorable price to value characteristics, are well-managed, have significant long-term growth prospects, significant barriers to competition and the potential to increase in value at least 100% over four or five subsequent years. BAMCO, Inc. is the sub-advisor for the fund and is located at 767 Fifth Avenue, New York, NY 10153.

Touchstone VST Core Bond Fund

The Touchstone VST Core Bond Fund seeks to provide as high a level of current income as is consistent with the preservation of capital. Capital appreciation is a secondary goal. The fund normally invests at least 80% of its assets in bonds, including mortgage-related securities, asset-backed securities, government securities and corporate debt securities. The fund may invest up to 20% of its assets in non-investment grade debt securities. The fund expects to have an average effective maturity between 5 and 15 years. The sub-advisor analyzes the overall investment opportunities and risks in different sectors of the debt securities markets by focusing on maximizing total return while reducing volatility. Fort Washington Investment Advisors, Inc., which is affiliated with us, is the sub-advisor for the fund and is located at 303 Broadway, Suite 1200, Cincinnati, OH 45202.

Touchstone VST High Yield Fund

The Touchstone VST High Yield Fund seeks to achieve a high level of current income as its main goal, with capital appreciation as a secondary consideration. The fund normally invests at least 80% of its assets in non-investment grade debt securities or junk bonds issued by domestic corporations. The sub-advisor analyzes the overall investment opportunities and risks in different industry sectors focusing on those industries that exhibit stability and predictability. The fund expects to have an average maturity of between 6 and 10 years, but it may vary to between 4 and 12 years. Fort Washington Investment Advisors, Inc., which is affiliated with us, is the sub-advisor for the fund and is located at 303 Broadway, Suite 1200, Cincinnati, OH 45202.

Touchstone VST Large Cap Core Equity Fund

The Touchstone VST Large Cap Core Equity Fund seeks long-term capital appreciation as its primary goal and income as its secondary goal. The fund invests at least 80% of its total assets in common stocks of large cap companies with market capitalizations in the range of the Russell 1000 Index. The sub-advisor selects stocks that it believes are attractively valued with active catalysts in place. Todd-Veredus Asset Management LLC is the sub-advisor for the fund and is located at 101 South Fifth Street, Suite 3160, Louisville, KY 40202.

Touchstone VST Mid Cap Growth Fund

The Touchstone VST Mid Cap Growth Fund seeks to increase the value of fund shares as a primary goal and to earn income as a secondary goal. The fund normally invests at least 80% of its assets in common stocks of mid cap U.S. companies, which are defined as companies having a market capitalization in the range represented in the Russell Midcap Index. The sub-advisor looks for companies that it believes are reasonably priced with high forecasted earnings potential. The fund will invest in companies that the sub-advisor believes have shown above-average and consistent long-term growth in earnings and have excellent prospects for future growth.

The sub-advisor evaluates companies by using fundamental analysis of the company's financial statements, interviews with management, analysis of the company's operations and product development and consideration of the company's industry category. Westfield Capital Management Company, L.P. is the sub-advisor for the fund and is located at One Financial Center, Boston, MA 02111

Touchstone VST Money Market Fund

The Touchstone VST Money Market Fund seeks high current income, consistent with liquidity and stability of principal by investing in U.S. government securities and high-quality money market instruments rated in the top two short-term rating categories or determined by the sub-advisor to be of comparable quality. The fund is a money market fund and seeks to maintain a constant share price of \$1.00, although there is no guarantee that it will do so. Fort Washington Investment Advisors, Inc., which is affiliated with us, is the sub-advisor for the fund and is located at 303 Broadway, Suite 1200, Cincinnati, OH 45202.

Touchstone VST Third Avenue Value Fund

The Touchstone VST Third Avenue Value Fund seeks long-term capital appreciation by investing mainly in common stocks of well-financed companies (meaning companies believed to have high-quality assets and a relative absence of liabilities) at a discount relative to what the sub-advisor believes is their intrinsic value. The fund invests in companies regardless of market capitalization and invests in both domestic and foreign securities. The fund may invest up to 50% of its total assets in securities of foreign companies and up to 25% of its total assets in companies located in emerging markets. Third Avenue Management LLC is the sub-advisor for the fund and is located at 622 Third Avenue, New York, NY 10017.

Touchstone VST ETF Funds

The Touchstone VST ETF Funds (ETF Funds) are mutual funds that invest fixed percentages of assets in various exchange-traded funds, primarily in series of the iShares® Funds Trust. Because the ETF Funds invest in other mutual funds rather than in individual securities, each ETF Fund is considered a "fund of funds" and bears a proportionate share of the expenses charged by the underlying funds in which it invests. You can invest directly in exchange traded funds (ETFs) and do not have to invest through a variable annuity or mutual fund.

The underlying ETFs trade like a stock on a securities exchange and may be purchased and sold throughout the trading day based on their market price. Each ETF that is held by one of the ETF Funds is an "index fund," which seeks investment results that correspond generally to the price and yield performance, before fees and expenses, of a particular index. It is not possible to invest directly in the index.

Each ETF Fund allocates its assets among a group of ETFs in different percentages. Therefore, each ETF Fund has different indirect asset allocations of stocks, bonds, and cash, reflecting varying degrees of potential investment risk and reward for different investment styles and life stages. Because of market gains or losses by the underlying ETFs, the percentage of any of the ETF Fund's assets invested in stocks or bonds at any given time may be different than that ETF Fund's planned asset allocation model. The sub-advisor will monitor the models and may update and revise the asset allocation percentages employed by each model to reflect changes in the marketplace.

Todd-Veredus Asset Management LLC is the advisor for the ETF funds, and is located at 101 South Fifth Street, Suite 3160, Louisville, KY 40202.

Touchstone VST Aggressive ETF Fund

The Touchstone VST Aggressive ETF Fund seeks capital appreciation. The fund invests primarily in a group of funds of the iShares Trust using a system that prescribes allocations among asset classes intended to minimize expected risk while structuring the fund to optimize potential returns based on historical measures on how each asset class performs. The sub-advisor typically allocates about 80% of the fund's assets in stocks and 20% in bonds.

Touchstone VST Conservative ETF Fund

The Touchstone VST Conservative ETF Fund seeks total return by investing for income and capital appreciation. The fund invests primarily in a group of funds of the iShares Trust using a system that prescribes allocations among asset classes intended to minimize expected risk while structuring the fund to optimize

potential returns based on historical measures on how each asset class performs. The sub-advisor typically allocates about 65% of the fund's assets in bonds and 35% in stocks.

Touchstone VST Enhanced ETF Fund

The Touchstone VST Enhanced ETF Fund seeks high capital appreciation. The fund invests primarily in a group of funds of the iShares Trust using a system that prescribes allocations among asset classes intended to minimize expected risk while structuring the fund to optimize potential returns based on historical measures on how each asset class performs. Those asset classes with the best relative strength, as measured by their relative performance over the prior six months, are overweighted for six months, while the other asset classes are underweighted, thereby increasing the potential for enhanced performance with lower volatility.

Touchstone VST Moderate ETF Fund

The Touchstone VST Moderate ETF Fund seeks total return by investing primarily for capital appreciation and secondarily for income. The fund invests primarily in a group of funds of the iShares Trust using a system that prescribes allocations among asset classes intended to minimize expected risk while structuring the fund to optimize potential returns based on historical measures on how each asset class performs. The sub-advisor typically allocates about 60% of the fund's assets in stocks and 40% in bonds.

Static Asset Allocation Models

We may offer one or more asset allocation models in connection with your variable annuity at no extra charge. Asset allocation is the process of investing in different asset classes – such as equity funds, fixed income funds, and alternative funds – depending on your personal investment goals, tolerance for risk, and investment time horizon. By spreading your money among a variety of asset classes, you may be able to reduce the risk and volatility of investing, although there are no guarantees.

We have no discretionary authority or control over your choice of Variable Account Options or your other investment decisions. We may make available educational information and materials, such as a risk tolerance questionnaire, that may help you select an asset allocation model, but we do not recommend asset allocation models or otherwise provide advice about whether an asset allocation model may be appropriate for you.

Our asset allocation models are "static." Although we may change or terminate asset allocation models we are offering to new contract purchasers, we will not change your allocations unless you advise us to do so. You will **not** be notified if the models are terminated or changed. You will **not** be provided with information regarding any terminations or changes to the asset allocation models. If you elect to invest using an asset allocation model, and if you elect automatic rebalancing, we will continue to rebalance your percentage allocations among the Variable Account Options in your existing model.

You should consult your investment professional periodically to consider whether any model you have selected is still appropriate for you. You may choose to invest in an asset allocation model or change your Investment Options and asset allocation at any time.

Asset allocation does not insure a profit, guarantee that your Account Value will increase or protect against a decline if market prices fall. An asset allocation model may not perform as intended. Any asset allocation models offered are based on then available Variable Account Options. We may discontinue, add, eliminate or change the models at any time.

The Fixed Accounts

Our Fixed Accounts are offered through a non-unitized separate account, which supports the GROs and STOs for this annuity contract. Our General Account supports the portion of the Death Benefit, the Annuity Benefit, and any guarantees offered under a Rider that is in excess of Account Value. The non-unitized separate account and the General Account are not registered under the Securities Act of 1933 or the 1940 Act. Disclosures regarding the Fixed Accounts, the General Account and the non-unitized separate account are subject to certain provisions of the federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

Guaranteed Rate Options

We currently offer Guaranteed Rate Options (GROs) with Guarantee Periods of five, seven and ten years. Each GRO matures at the end of the Guarantee Period you have selected. We can change the Guarantee Periods available for renewal at any time. Each contribution or transfer to a GRO establishes a new GRO for the Guarantee Period you choose at the guaranteed interest rate that we declare as the current rate (Guaranteed Interest Rate). When you put a contribution or transfer into a GRO, a Guaranteed Interest Rate is locked in for the entire Guarantee Period you select. We credit interest daily at an annual effective rate equal to the Guaranteed Interest Rate. If your contract is issued in the state of Washington, the GROs are not available.

The value of a contribution or transfer to your GRO is called the GRO Value. Assuming you have not transferred or withdrawn any amounts from your GRO, the GRO Value will be the amount you contributed or transferred, plus interest at the Guaranteed Interest Rate, less any annual administrative charge and optional benefit charges that may apply.

We may declare an enhanced rate of interest in the first year for any contribution or transfer allocated to a GRO that exceeds the Guaranteed Interest Rate credited during the rest of the Guarantee Period. This enhanced rate will be declared at the time of your allocation and guaranteed for the first year of the Guarantee Period. We may also declare and credit a special interest rate or additional interest at any time on any nondiscriminatory basis. Any enhanced rate, special interest rate or additional interest credited to your GRO will be separate from the Guaranteed Interest Rate and will not be used in the MVA formula.

If you have more than one GRO with the same Guarantee Period, the GROs are considered one GRO for Account Value reporting purposes. For example, when you receive a statement from us, all of your five-year GROs will be shown as one GRO while all of your seven-year GROs will appear as another GRO, even though they may have different maturity dates and different interest rates. However, you will receive separate notices concerning GRO renewals for each contribution or transfer you have made, since each contribution or transfer will have a different maturity date.

All contributions or transfers you make to a GRO are placed in a non-unitized separate account. The value of your GROs is supported by the reserves in our non-unitized separate account.

Renewals of GROs

We will notify you in writing before the end of your GRO Guarantee Period. You must tell us before the end of your Guarantee Period if you want to transfer your GRO Value to one or more Variable Account Options or other GROs. We will make your transfer to the new Investment Options, including any new Guarantee Period you elect, when we receive your election in Good Order at our Processing Office, even if the previous Guarantee Period has not ended. You can get our current Guaranteed Interest Rates by calling our Administrative Office.

If we do not receive instructions in Good Order at our Processing Office before the end of the Guarantee Period, when the Guarantee Period ends, we will set up a new GRO for the same Guarantee Period as your old one, if available, at the then-current Guaranteed Interest Rate. If the same Guarantee Period is not available:

- For contracts issued in **Florida, Illinois, Maryland, Massachusetts, Minnesota, Pennsylvania, South Carolina, Texas, Utah, Virginia or Washington**, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next shorter duration. If no shorter duration is available, we will transfer the Account Value in your maturing GRO to the Touchstone VST Money Market Fund.

If your Account Value is transferred to the Money Market fund, it will be subject to **risk of loss, including loss of principal**. If you choose to allow any Account Value in a maturing GRO to go into the Touchstone VST Money Market Fund, you should read the fund's prospectus and understand the risks before investing. The Touchstone VST Money Market Fund charges management fees and other expenses that are deducted from the fund. Also, the Mortality and Expense Risk charge for your variable annuity will be deducted from the Account Value invested in the Touchstone VST Money Market Fund, as with all of the Variable Account Options.

- For contracts issued in any state other than those states listed above, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next shorter duration. If no shorter duration is available, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next longer duration. For example, if your maturing GRO was a three-year GRO and when it matures, only the five-year, seven-year or ten-year GROs are available, your new GRO will be for five years.

You cannot renew into a GRO that would mature after your Maximum Retirement Date.

Market Value Adjustments

An MVA is an adjustment, either up or down, that we make to your GRO Value if you surrender your contract, make a partial withdrawal or transfer from your GRO or elect an Annuity Benefit before the end of the Guarantee Period. An MVA also applies to a Distribution on Death of the owner before the end of the Guarantee Period, but not on the payment of Death Benefits (paid after the death of the Annuitant). No MVA applies to partial withdrawals of up to Free Withdrawal Amount at any time. No MVA applies to partial withdrawals or transfers, election of Annuity Benefits or calculations of Distributions on Death, within 30 days of the expiration of the GRO Guarantee Period. The MVA does not apply to partial withdrawals taken to meet required minimum distributions under the Tax Code as long as you do not take additional partial withdrawals during the Contract Year that exceed the Free Withdrawal Amount. The value after the MVA may be higher or lower than the GRO Value.

The MVA we apply to your GRO is based on the changes in our Guaranteed Interest Rate. Generally, if our Guaranteed Interest Rate has increased since the time of your contribution or transfer to the GRO, the MVA will reduce your GRO Value. On the other hand, if our Guaranteed Interest Rate has decreased since the time of your contribution or transfer, the MVA will generally increase your GRO Value.

The MVA for a GRO is determined by the following formula⁹:

$$\mathbf{MVA} = \text{GRO Value} \times [(1 + \mathbf{A})^{N/12} / (1 + \mathbf{B} + .0025)^{N/12} - 1], \text{ where:}$$

A is the Guaranteed Interest Rate being credited to the GRO subject to the MVA;

B is the current Guaranteed Interest Rate, as of the effective date of the application of the MVA, for current allocations to a GRO, the length of which is equal to the number of whole months remaining in your GRO. Subject to certain adjustments, if that remaining period is not equal to an exact period for which we have declared a new Guaranteed Interest Rate, **B** will be determined by a formula that finds a value between the Guaranteed Interest Rates for GROs of the next highest and next lowest Guarantee Period; and

N is the number of whole months remaining in your GRO.

If the remaining term of your GRO is 30 days or less, the MVA for your GRO will be zero. If for any reason we are no longer declaring current Guaranteed Interest Rates, then to determine **B** we will use the yield to maturity of United States Treasury Notes with the same remaining term as your GRO. If that remaining period is not equal to an exact term for which there is a United States Treasury Note, **B** will be determined by a formula that finds a value between the yield to maturity of the next highest and next lowest term, subject to certain adjustments.

See Appendix C for illustrations of the MVA.

Systematic Transfer Options

We offer Systematic Transfer Options (STOs) that provide a fixed interest rate guaranteed for the STO period selected and paid on your contributions while they are in the STO. Available STO periods are six months and one year. All STO contributions will be transferred into the Variable Account Options within either six months or one year of your STO contribution, depending on which STO you select. We do not allow transfers from a STO to a GRO. We require a minimum contribution to the STO of \$6,000 to fund the six-month STO or \$12,000 to

⁹ The formula for contracts issued in Pennsylvania is $\mathbf{MVA} = \text{GRO Value} \times [(1 + \mathbf{A})^{N/12} / (1 + \mathbf{B})^{N/12} - 1]$.

fund the one-year STO. We will automatically transfer equal amounts monthly for the six-month STO and either monthly or quarterly for the one-year STO.

The STOs are available for new contributions only. You cannot transfer from other Investment Options into the STOs. We do not accept Systematic Contributions into the STOs. See "Systematic Transfer Program" in Part 9 for more details.

Part 4 – Deductions and Charges

Mortality and Expense Risk Charge

We deduct a daily charge equal to an annual effective rate of 1.15% of your Account Value in the Variable Account Options to cover mortality and expense risk and certain administrative expenses. A portion of the 1.15% pays us for assuming the mortality risk and the expense risk under the contract. The mortality risk, as used here, refers to our risk that Death Benefits are greater than anticipated, or that annuitants, as a class of persons, will live longer than estimated and we will be required to pay out more Annuity Benefits than anticipated. The expense risk is our risk that the expenses of administering the contract will exceed the reimbursement for administrative expenses.

Administrative expenses include processing applications, issuing contracts, processing customer orders and other requests, making investments, providing regular reports and confirmations to customers, providing reports and updates to regulators, maintaining accounting records for each contract owner, administering income payments, furnishing accounting and valuation services (including the calculation and monitoring of the daily Unit Values), reconciling and depositing cash receipts, and providing forms. The administration expense may also reimburse us for the costs of distribution of this variable annuity.

We expect to make a profit from this fee. The mortality and expense risk charge cannot be increased without your consent.

Annual Administrative Charge

We charge an annual administrative charge of \$30, which is deducted on the last day of the Contract Year if your Account Value is less than \$75,000 on that day. This charge is taken pro rata from your Account Value in each Investment Option. The part of the charge deducted from the Variable Account Options reduces the number of Units you own. The part of the charge deducted from the Fixed Accounts is withdrawn in dollars. The annual administrative charge is pro-rated if, during a Contract Year, you surrender the contract, select an Annuity Benefit or upon the calculation of a Death Benefit or Distribution on Death of owner.

Reduction of the Mortality and Expense Risk Charge or Annual Administrative Charge

We can reduce or eliminate the mortality and expense risk charge or the annual administrative charge for individuals or groups of individuals if we anticipate expense savings. We may do this based on the size and type of the group or the amount of the contributions. We will not unlawfully discriminate against any person or group if we reduce or eliminate these charges.

Portfolio Charges

The Variable Account Options buy shares of the corresponding Portfolios at each Portfolio's net asset value. The price of the shares reflects investment management fees and other expenses that have already been deducted from the assets of the Portfolios. Please refer to Appendix G and the individual Portfolio prospectuses for complete details on Portfolio expenses and related items.

Withdrawal Charge

If you withdraw your contributions, you may be charged a withdrawal charge of up to 8%. The amount of the withdrawal charge is a percentage of each contribution and not of the Account Value. As shown below, the charge varies, depending upon the "age" of the contributions included in the withdrawal - that is, the number of

years that have passed since each contribution was made.

Contribution Year	Charge as a Percentage of the Contribution Withdrawn
1	8%
2	7.5%
3	7%
4	6%
5	5%
6	4%
7	3%
thereafter	0

When you take a withdrawal, the oldest contribution is treated as the first withdrawn, then next oldest and so on. Any gain or earnings in your contract come out only after an amount equal to all your contributions, and any applicable charges on those contributions, is withdrawn. Please note, however, that for tax purposes, withdrawals generally are considered gain first. See Part 8.

Because withdrawal charges apply to your contributions, if your Account Value has declined due to poor performance of your selected Variable Account Options, the withdrawal charge may be greater than the amount available for withdrawal. In some instances, your Account Value may be positive, but you will not have money available to withdraw due to the amount of the withdrawal charge still applicable to your contributions. Withdrawal charges apply to the withdrawal charge amount itself since this amount is part of the Account Value withdrawn.

Partial withdrawals up to the Free Withdrawal Amount are not subject to the withdrawal charge. More details on the Free Withdrawal Amount are in Part 5, in the section titled "Withdrawals."

We will not deduct a withdrawal charge from:

- the Death Benefit paid on the death of the Annuitant; or
- a withdrawal used to buy an immediate Annuity Benefit from us after the first Contract Anniversary with either (i) a life contingency, or (ii) a period certain that provides for fixed payments over at least five years. (A five-year period certain may not be available, in which case you will have to select a longer period from the available periods.)

While a contribution is subject to a withdrawal charge, we do not allow you to transfer that contribution to another annuity or other investment under Section 1035 of the Tax Code or as a trustee-to-trustee transfer of a Qualified Annuity. For more information, see Part 8, section titled "Exchanges and Transfers."

For more information and examples of the application of a withdrawal charge, see Appendix B.

Reduction or Elimination of the Withdrawal Charge

We can reduce or eliminate the withdrawal charge for individuals or a group of individuals if we anticipate expense savings. We may do this based on the size and type of the group, the amount of the contribution, or the group's relationship with us. Examples of these relationships would include being an employee of Integrity or an affiliate, receiving distributions or making internal transfers from other contracts we issued, or transferring amounts held under qualified plans that we, or our affiliate, sponsored. We will not unlawfully discriminate against any person or group if we reduce or eliminate the withdrawal charge.

Hardship Waiver

We may waive the withdrawal charge on full or partial withdrawal requests of \$1,000 or more under a hardship circumstance. We may also waive the MVA on any amounts withdrawn from the GROs. Hardship circumstances may include the owner's (1) confinement to a nursing home, hospital or long-term care facility, (2) diagnosis of terminal illness with any medical condition that would result in death or total disability, and (3) unemployment for at least 180 consecutive days. (The hardship waiver does not include unemployment on

contracts issued in Indiana, Montana, New Jersey, Texas and Washington.) We can require reasonable notice and documentation including, but not limited to, a physician's certification and Determination Letter from a State Department of Labor. The waivers of the withdrawal charge and MVA apply to the owner, not to the Annuitant. If there are joint owners and either meet the requirements, the waiver will be applied. The hardship waiver is not available on contracts issued in South Dakota.

Commission Allowance and Additional Payments to Distributors

We generally pay a commission to the sales representative equal to a maximum of 6.00% of contributions and up to 0.25% trail commission paid on Account Value starting in the second Contract Year. Commissions may vary due to differences between states, sales channels, sales firms and special sales initiatives.

A broker-dealer or financial institution that distributes our variable annuity contracts may receive additional compensation from us for training, marketing or other services provided. These services may include special access to sales staff, and advantageous placement of our products. We do not make an independent assessment of the cost of providing such services.

Integrity has agreements with some broker-dealer firms under which we pay varying amounts on contributions paid, but no more than 0.25% of Account Value, for enhanced access to their registered representatives. The broker-dealer firms are BB&T Investment Services, Inc., Comerica Securities, Inc., Cuso Financial Services, L.P., Fifth Third Securities, Inc., Frost Brokerage Services, Inc., Hancock Investment Services, Inc., LPL Financial Corporation, M&T Securities, Inc., and Raymond James Financial, Inc.

Depending on the arrangements in place at any particular time, a broker-dealer, and the registered representatives associated with it, may have a financial incentive to recommend a particular variable annuity contract. This could be a conflict of interest. You can find more about additional compensation in the Statement of Additional Information.

Optional Benefit Charges

You may purchase one or more of the Riders offered with this contract, which provide optional benefits for an additional cost. The additional cost of each Rider, along with complete details about the benefits, is provided in Part 6.

Transfer Charge

You have 12 free transfers during a Contract Year. We charge \$20 for each additional transfer during that Contract Year. Transfers under our Dollar Cost Averaging, Customized Asset Rebalancing, or Systematic Transfer Programs described in Part 9 do not count toward the 12 free transfers and we do not charge for transfers made under these programs.

Tax Reserve

We can make a charge in the future for taxes or for reserves set aside for taxes, which will reduce the investment performance of the Variable Account Options.

State Premium Tax

We will not deduct state premium taxes from your contributions before investing them in the Investment Options, unless required by your state law. If you elect an Annuity Benefit, we will deduct any applicable state premium taxes from the amount available for the Annuity Benefit. State premium taxes currently range from 0 to 3.5%.

Part 5 – Terms of Your Variable Annuity

Purchasing the Contract

If you wish to purchase this annuity contract, you must apply for it through an authorized sales representative. The sales representative will send your completed application to us, and we will decide whether to accept or reject it. If we accept your application, we will issue a contract and send it to you either directly or through your sales representative.

To apply for this contract, you must be of legal age to enter into a contractual relationship under applicable state law. You must be no older than 85 at the time of application.

Contributions

Minimum initial contribution ¹⁰	\$ 10,000
Minimum additional contribution ¹¹	\$ 100
Maximum total contributions	\$1,000,000 if the Annuitant is age 75 or younger \$ 500,000 if the Annuitant is age 76 or older

Different contribution limits apply if you select the GLIA. See Part 6. If your contract is an individual retirement account (IRA), your initial contribution must be a rollover from another IRA or qualified plan. If your contract is a Qualified Annuity, we will measure your additional contributions against any maximum limits for annual contributions set by federal law. If your contract is a Qualified Annuity, and you transfer or rollover money in the calendar year on or after you reach age 70½, you must take your required minimum distributions for the current calendar year before you purchase this contract. See Part 8, section titled "Tax-Favored Retirement Programs" for more information about required minimum distributions.

Initial Contributions

We will invest your contributions in the Investment Options you select on your application. We will use your initial contribution allocated to the Variable Account Options to purchase Units at the Unit Value determined no later than two Business Days after we receive the contribution and your complete application in Good Order at our Processing Office. If the application is not in Good Order, we may retain the initial contribution for up to five Business Days while attempting to complete it. If the application is not in Good Order within five Business Days, you will be informed of the reason for the delay. We will return the initial contribution to you unless you specifically allow us to hold the contribution until the application is completed. You cannot purchase this contract using death benefits from another annuity that are rolled over, transferred or exchanged under §1035 of the Tax Code.

Additional Contributions

We will credit each additional contribution on the Business Day we receive it in Good Order at our Processing Office. We will use contributions allocated to Variable Account Options to purchase Units at the Unit Value as of the next close of the New York Stock Exchange.

We will invest each additional contribution according to the allocation we have on record as your "future allocation." You can change your future allocation for additional contributions at any time by writing to the Administrative Office. The request must include your contract number, the new allocation and your signature. When we receive it at our Processing Office, the change will be effective for any contribution that accompanies it and for all future contributions. We can also accept allocation changes by telephone. See "Transfers" in Part 5. Different rules apply to the GLIA Investment Options. See Part 6.

We will accept additional contributions at any time up to eight years before your Maximum Retirement Date.

¹⁰ The minimum initial contribution is \$50,000 if the annuity contract is purchased in certain distribution outlets, currently at distribution outlets affiliated with Fifth Third Bank. The increased minimum initial contribution is related to an enhanced commission offered within any such distribution outlets.

¹¹ If your contract is issued in the state of Washington, you may only make additional contributions during the first Contract Year.

We may refuse additional contributions if: (1) we previously discontinued accepting additional contributions into the annuity contract or any Investment Option; (2) the additional contribution does not meet our minimum additional contribution amount or exceeds our maximum contribution amount for the annuity contract or for a specific Investment Option; or (3) for any reason allowed by law.

Allocations on Record

Changing your future allocation does not change the current allocation of your Account Value or the allocation used for rebalancing, if any. You must provide specific instructions if you wish to change your current allocation or rebalancing allocation. You should review your allocations periodically to ensure they still meet your investment goals and needs.

Units in Our Separate Account

Your investment in the Variable Account Options is used to purchase Units. On any given day, the value you have in a Variable Account Option is the number of Units you own in that Variable Account Option multiplied by the Unit Value. The Units of each Variable Account Option have different Unit Values.

Units are purchased when you make new contributions or transfer amounts to a Variable Account Option. Units are redeemed (sold) when you make withdrawals or transfer amounts out of a Variable Account Option into a different Investment Option. We also redeem Units to pay the Death Benefit when the Annuitant dies, to make a Distribution on Death of owner, to pay the annual administrative charge, to pay for certain optional benefits, and to purchase an Annuity Benefit. The number of Units purchased or redeemed in any Variable Account Option is calculated by dividing the dollar amount of the transaction by the Variable Account Option's Unit Value, calculated as of the next close of business of the New York Stock Exchange.

The Unit Values of the Variable Account Options fluctuate with the investment performance of the corresponding Portfolios, which reflects the investment income, realized and unrealized capital gains and losses of the Portfolios, as well as the Portfolio's expenses.

How We Determine Unit Value

We determine Unit Values for each Variable Account Option after the close of business of the New York Stock Exchange, which is normally 4 p.m. Eastern Time on each Business Day. The Unit Value of each Variable Account Option for any Business Day is equal to the Unit Value for the previous Business Day, multiplied by the net investment factor for that Variable Account Option on the current Business Day. We determine a net investment factor for each Variable Account Option as follows:

- First, we take the value of the Portfolio shares that belong to the corresponding Variable Account Option at the close of business that day. For this purpose, we use the share value reported to us by the Portfolios.
- Next, we add any dividends or capital gains distributions by the Portfolio on that day.
- Then we charge or credit for any taxes or amounts set aside as a reserve for taxes.
- Then we divide this amount by the value of the Portfolio shares that belong to the corresponding Variable Account Option at the close of business on the last day that a Unit Value was determined.
- Finally, we subtract the mortality and expense risk charge for each calendar day since the last day that a Unit Value was determined (for example, a Monday calculation will include charges for Saturday and Sunday). The daily charge is an amount equal to an annual effective rate of 1.15%.

Generally, this means that we adjust Unit Values to reflect the investment experience of the Portfolios and the mortality and expense risk charge.

Transfers

You may transfer all or any part of your Account Value among the Variable Account Options and the GROs,

subject to our transfer restrictions:

- The amount transferred must be at least \$250 or, if less, the entire amount in the Investment Option.
- Transfers into a GRO will establish a new GRO for the Guarantee Period you choose at the then-current Guaranteed Interest Rate.
- Transfers out of a GRO more than 30 days before the end of the Guarantee Period are subject to an adjustment of the value called an MVA. See Part 3.
- Transfers into and out of the GLIA Investment Options are restricted. See Part 6.

If you reallocate some or all of your Account Value invested in the Variable Account Options and the GROs at one time, it will count as one transfer.

You have 12 free transfers during a Contract Year. After this limit is reached, we charge \$20 for each additional transfer during that Contract Year. See Part 4, section titled "Transfer Charge."

You may request a transfer by writing to our Administrative Office at the address in the Glossary. Mail sent to any other address may not be in Good Order. Each request for a transfer must be signed by you and specify:

- the contract number
- the amounts to be transferred, and
- the Investment Options to and from which the amounts are to be transferred.

If one portion of a transfer request involving multiple Investment Options violates our policy or is not in Good Order, the entire transfer request will not be processed.

You may also request transfers through our telephone transfer service using your personal identifiers. We will honor telephone transfer instructions from any person who provides correct identifying information. We are not responsible for fraudulent telephone transfers we believe to be genuine according to these procedures. Accordingly, you bear the risk of loss if unauthorized persons make transfers on your behalf. You may request telephone transfers from 9:00 a.m. to 5:00 p.m., Eastern Time, on any day we are open for business.

If we receive your transfer request at our Processing Office before 4:00 p.m. Eastern Time on a Business Day, you will receive the Unit Values for the Variable Account Options as of the close of business on the day you call. Transfer requests for Variable Account Options received by us at or after 4:00 p.m. Eastern Time (or the close of the New York Stock Exchange, if earlier) on a Business Day, or anytime on a day other than a Business Day, will be processed using Unit Values as of the close of business on the next Business Day. We will confirm all transfers in writing.

A transfer request or a reallocation of your Account Value does not change your future allocation or rebalancing allocation on file. You must provide specific instructions if you wish to change these allocations.

Different rules apply to the GLIA Investment Options. See Part 6.

Excessive Trading

We reserve the right to limit the number of transfers in any Contract Year or to refuse any transfer request for an owner or certain owners if we are informed by one or more of the Portfolios that the purchase or redemption of shares is to be restricted because of excessive trading, or that a specific transfer or group of transfers is expected to have a detrimental effect on share prices of affected Portfolios.

We reserve the right to modify these restrictions or to adopt new restrictions at any time and in our sole discretion.

We will notify you or your designated representative if your requested transfer is not made. Current SEC rules preclude us from processing your request at a later date if it is not made when initially requested. **Accordingly, you will need to submit a new transfer request in order to make a transfer that was not made because of these limitations.**

Specific Notice Regarding the Use of this Annuity for Market Timing or Frequent Trading

This contract is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the stock market. Any individual or legal entity that intends to engage in stale price arbitrage, utilize market timing practices or make frequent transfers to take advantage of inefficiencies in mutual fund pricing or for any other reason should not purchase this contract. These abusive or disruptive transfers can have an adverse effect on management of a Portfolio, increase Portfolio expenses and affect Portfolio performance.

The following policies for transfers between Investment Options are designed to protect contract owners from frequent trading activity. However, we may not be able to detect all frequent trading, and we may not be able to prevent transfers by those we do detect. As detecting frequent trading and preventing its recurrence is, in many circumstances, a reactive response to improper trading, we cannot guarantee, despite our policies and procedures, that we will detect all frequent trading in our contracts, prevent all frequent trading and prevent all harm caused by frequent trading.

1. *Prohibited Transfers.* Under normal market conditions, we will refuse to honor the following transfer requests:
 - a transfer request into an International or High Yield Variable Account Option (as defined by us) if, within the preceding five Business Days, there was a transfer out of the same Variable Account Option;
 - a transfer request out of an International or High Yield Variable Account Option if, within the preceding five Business Days, there was a purchase or transfer into the same Variable Account Option.
2. *Allowable Transfers Accompanying a Prohibited Transfer.* We cannot honor an otherwise allowable transfer request if it is made at the same time or accompanies a request for a Prohibited Transfer.
3. *Notification.* We will notify you if your requested transfer is not made.
4. *Suspension or Revocation of Same-Day Transfer Privileges.* If you, as owner (or agents acting on your behalf) engage in market timing or excessive trading, as determined by a Portfolio's investment advisor in its sole discretion, you may have your same-day transfer privileges suspended or revoked in accordance with the Portfolio's policies set forth in its prospectus.
 - If your same-day transfer privileges are revoked, you will be required to submit all future transfer requests by U.S. mail or overnight delivery service. Transfer requests made by telephone, Internet, fax, same-day mail or courier service will not be accepted.
 - In addition, if you wish to cancel a transfer request, your cancellation request must also be in writing and received by U.S. mail or overnight delivery service. The cancellation request will be processed as of the day it is received.
5. *20 Investment Option Transfers Permitted.* You may submit 20 Investment Option transfers each Contract Year for each contract by U.S. mail, Internet, telephone request, or fax.
 - All requests for transfers among your Investment Options in excess of 20 per Contract Year must be submitted by regular U.S. mail or overnight delivery. Transfer requests made by telephone, Internet, fax, same day mail or courier service will not be accepted, and Internet trading privileges will be suspended. If you want to cancel a written Investment Option transfer, you must also cancel it in writing by U.S. mail or overnight delivery service. We will process the cancellation request as of the day we receive it.
 - Upon reaching your next Contract Anniversary, you will again be provided with 20 Investment Option transfers. The number of allowable Investment Option transfers is not cumulative and may not be carried over from year to year.

- Transfers made under our Dollar Cost Averaging Program, Systematic Transfer Option Program, Customized Asset Rebalancing Program, or other related programs we may offer are not counted toward the 20 Investment Option transfer limitation. If we or a Portfolio's investment advisor determines in our sole discretion that you are manipulating these or similar programs to circumvent our transfer policies, however, we may take any action that we deem appropriate to stop this activity. This could include (but is not limited to) revoking your same-day transfer privileges or your ability to utilize these programs.

Conformity with these policies does not necessarily mean that trading will not be deemed to constitute market timing. If it is determined by us or by a Portfolio's investment advisor, in our sole discretion, that you are attempting to engage in improper trading, your same-day transfer privileges may be suspended or revoked. We may reverse transactions made in violation of our market timing or frequent trading policies. We will take into consideration any information, data and directives provided to us by the Portfolios' investment advisors regarding improper trading.

We have entered into agreements with each Portfolio company as required by Rule 22c-2 of the 1940 Act. The agreements require us to engage in certain monitoring and reporting of trading activity and bind us to implement instructions from the Portfolio if its frequent trading policies are violated or if the Portfolio determines, in its sole discretion, that disruptive trading has occurred. If we are notified by a Portfolio's investment advisor that the frequency or size of trades by an individual or group of individuals is disruptive to the management of the Portfolio, and the investment advisor asks us to rescind a previously executed trade or restrict further trading in that Portfolio by the individual or group, we will comply with that request promptly. We will rescind a trade or impose the Portfolio's investment advisor's restriction even if the transactions otherwise conform to our policies. We do not grant waivers of these policies to particular investors or classes of investors.

We may modify these restrictions at any time in our sole discretion.

Withdrawals

You may make withdrawals as often as you wish. Each non-systematic withdrawal must be at least \$300. We will take the withdrawal from your Investment Options pro rata, in the same proportion their value bears to your total Account Value. For example, if your Account Value is divided in equal 25% shares among four Investment Options, when you make a withdrawal, 25% of the Account Value withdrawn will come from each of your four Investment Options. For purposes of this pro rata calculation, the total Account Value in all GROs of the same duration or all STOs of the same duration will be treated as one Investment Option. The portion of the money coming from more than one GRO or STO of the same duration will be withdrawn first from the oldest GRO or STO. You can tell us if you want your withdrawal handled differently. For information on systematic withdrawals, see Part 9.

We process withdrawals when we receive your request in Good Order at our Processing Office. When you take a withdrawal from a Variable Account Option, Units are redeemed at the Unit Value as of the next close of the New York Stock Exchange.

For partial withdrawals, the total amount deducted from your Account Value will include:

- the withdrawal amount requested,
- plus or minus any MVA that applies (see Part 3, section titled "Market Value Adjustments"),
- plus any withdrawal charge that applies (see Part 4, section titled "Withdrawal Charge").

The net amount you receive will be the amount you requested, less any applicable tax withholding. Generally, withdrawals you make before you are 59½ years old are subject to a 10% federal tax penalty. If your contract is part of a tax-favored retirement plan, the plan may limit your withdrawals. See Part 8.

Withdrawals are attributed to your Account Value in the following order: (1) any remaining Free Withdrawal Amount; (2) contributions that are no longer subject to a withdrawal charge and have not yet been withdrawn; (3) contributions subject to a withdrawal charge; and (4) any gain, interest, or other amount that is not

considered a contribution. Your investment comes out first, beginning with the oldest contribution, then next oldest and so on. Any gain or earnings in your contract come out only after an amount equal to all contributions, and any applicable charges on those contributions, are withdrawn. Please note, however, that for tax purposes, withdrawals are considered to be gain first. See Part 8.

Certain Death Benefits and optional benefits are reduced by withdrawals on a proportional basis. See Part 5, section titled "Death Benefits Paid on Death of Annuitant" and Part 6.

Additional restrictions apply to withdrawals from the GLIA Investment Options. See Part 6.

Examples of withdrawals and the application of a withdrawal charge are located in Appendix B.

Free Withdrawal Amount

You may take your Free Withdrawal Amount each Contract Year without a withdrawal charge or MVA.

The Free Withdrawal Amount is the greater of:

- 10% of your Account Value on the date of the withdrawal, minus any previous withdrawals during that Contract Year; or
- 10% of your Account Value at your most recent Contract Anniversary, minus any previous withdrawals during that Contract Year. (During your first Contract Year, this amount is 10% of your initial contribution received on the Contract Date.)

If you do not take the Free Withdrawal Amount in any one Contract Year, you cannot add it to the next year's Free Withdrawal Amount.

The Free Withdrawal Amount does not apply to a full surrender. Taking your Free Withdrawal Amount will not reduce the total withdrawal charges applicable to your contract. If you take a withdrawal or surrender the contract, we will assess any applicable withdrawal charge on the amount of your contributions withdrawn, which are not reduced for any Free Withdrawal Amount you have taken.

The Free Withdrawal Amount is available for withdrawal only. You may not use your Free Withdrawal Amount as a transfer to another annuity or other investment under Section 1035 of the Tax Code or as a trustee-to-trustee transfer of qualified assets. For more information, see Part 8, section titled "Exchanges and Transfers."

Assignments

We do not allow assignment of your contract unless specifically allowed by your contract or required by law.

Death Benefit Paid on Death of Annuitant

Unlike some other variable annuities, this contract pays the Death Benefit upon the Annuitant's death, rather than upon the owner's death. (See section titled "Distribution on Death of Owner.") You name the Annuitant's beneficiary (or beneficiaries). We will pay a Death Benefit to the Annuitant's surviving beneficiary if:

- the Annuitant dies before the Retirement Date (after the Retirement Date, the Death Benefit no longer exists); and
- there is no contingent Annuitant.

A Death Benefit will not be paid after the Annuitant's death if there is a contingent Annuitant. In that case, the contingent Annuitant becomes the new Annuitant under the contract. The Annuitant and any contingent Annuitants may not be changed once the contract has been issued.

If an Annuitant's beneficiary does not survive the Annuitant, then the Death Benefit is generally paid to the Annuitant's estate. If the owner is a trust, custodian or other entity, the owner must name itself as the Annuitant's beneficiary.

The Annuitant's beneficiary may elect to take the Death Benefit in one of the following forms:

1. ***lump sum*** – if the beneficiary elects this option, we will pay the Death Benefit to the Annuitant's

- beneficiary.
2. **deferral for up to five years** – if the beneficiary elects this option, we will allow the beneficiary to keep the Death Benefit amount invested in the Investment Options currently available for a period of up to five years. At the end of five years, the entire amount must be paid to the beneficiary.
 3. **extending the contract** – if the beneficiary elects this option, he or she must choose to receive the Death Benefit either as an immediate annuity or as substantially equal payments over his or her life expectancy. If payment over the life expectancy is elected, we will allow the beneficiary to keep the Death Benefit amount invested in the Investment Options currently available, to the extent this does not conflict with the Tax Code requirements under which this option is available (primarily section 72(s) of the Tax Code.) This option is only available if elected within 60 days. Distributions must begin within one year from the date of death.

If the beneficiary selects option two or three above, he or she will receive the guaranteed minimum interest rate applied to the Fixed Accounts under the current version of the contract, which may be lower than the guaranteed minimum interest rate applied to the Fixed Accounts in your contract.

If the beneficiary is not a human being, the beneficiary must elect either a lump sum or deferral for up to five years.

You may elect to have the Death Benefit paid to the Annuitant's beneficiary as an Annuity Benefit, in which case the Annuitant's beneficiary will not have the choices above, but will receive the death benefit in the form you have elected.

You may change the Annuitant's beneficiary by sending the appropriate form in Good Order to the Administrative Office. We may limit the number of beneficiaries you can have at one time.

Please consult your financial professional and tax advisor in order to identify your beneficiaries properly so that the Death Benefit is paid to the intended beneficiary, and to structure your contract so that spousal continuation can occur, if that is your intention. See Appendix D for assistance in structuring your contract.

Standard Death Benefit

The standard Death Benefit varies depending on the Annuitant's age on the Contract Date.

- For contracts where the Annuitant's age on the Contract Date is up to and including age 73:

If the Annuitant dies in the first seven Contract Years, the Death Benefit is the greater of:

- total contributions minus proportional adjustments for any withdrawals (and associated charges); or
- the Account Value on the Death Benefit Date.

If the Annuitant dies more than seven years after the Contract Date, the Death Benefit is the greatest of:

- your Account Value on the seventh Contract Anniversary plus subsequent contributions, minus proportional adjustments for any subsequent withdrawals (and associated charges);
- total contributions minus proportional adjustments for any withdrawals (and associated charges); or
- the Account Value on the Death Benefit Date.

- For contracts where the Annuitant's age on the Contract Date is between 74 and 85, the Death Benefit is the greater of:

- total Contributions minus proportional adjustments for any withdrawals (and associated charges); or
- the Account Value the Death Benefit Date.

The amount of the Death Benefit is determined on the Death Benefit Date and if the Death Benefit is greater than the Account Value, we will invest the difference in the contract on the Death Benefit Date.

Effect of Withdrawals on the Death Benefit

If you take a withdrawal from your contract, we will make a proportional adjustment to your Death Benefit. This

means that your Death Benefit will be reduced by the same percentage as your withdrawal bears to your Account Value at the time of withdrawal. For example:

- if your Death Benefit is \$100,000 and your current Account Value is \$80,000,
- and you take a withdrawal of \$10,000 (including any associated charges),
- we will reduce your Death Benefit by 12.5% because that is the same percentage that your withdrawal bears to the Account Value at the time of the withdrawal ($\$10,000 / \$80,000$);
- therefore, your Death Benefit is reduced by \$12,500.

Because the Account Value at the time of the withdrawal in this example is less than the Death Benefit, the Death Benefit is decreased by a larger dollar amount than the partial withdrawal amount. All Death Benefits are reduced proportionally for withdrawals and any charges associated with the withdrawals.

This example is for illustrative purposes only and does not predict results.

Distribution on Death of Owner

If you (as owner) die, and the Annuitant (or a contingent Annuitant) is still living, your entire interest in this contract must be distributed to the owner's beneficiary. If you are the Annuitant (and no contingent Annuitant is still living), the above section titled "Death Benefit Paid on Death of Annuitant" applies instead of this section. If you own the contract jointly with your spouse or anyone else, the first death of one of the joint owners will be treated as the death of both owners, and a Distribution on Death to the owner's beneficiary will be required. **It is not a good idea to own this annuity contract jointly, even with your spouse. The joint owner is not the owner's beneficiary. See Appendix D.**

You name the owner's beneficiary (or beneficiaries). We will pay the owner's surviving beneficiary the Distribution on Death. If an owner's beneficiary does not survive the owner, then the Distribution on Death of the owner is generally paid to the owner's estate. If the owner is a trust, custodian or other entity, the owner must name itself as the owner's beneficiary.

If you, as owner, die on or after the Retirement Date and before the entire interest in the contract has been distributed, then the rest of the annuity must be distributed to the owner's beneficiary at least as quickly as the method in effect when you died.

If you, as owner, die before the Retirement Date, the Surrender Value will be paid to the owner's beneficiary in one of the following forms:

1. **lump sum** – if the beneficiary elects this option, we will pay the Surrender Value to the beneficiary.
2. **deferral for up to five years** – if the beneficiary elects this option, we will allow the beneficiary to keep the Account Value invested in the Investment Options currently available for a period of up to five years. At the end of five years, the entire Surrender Value as of that date must be paid to the beneficiary.
3. **extending the contract** – if the beneficiary elects this option, he or she must choose to receive the Surrender Value either as an immediate annuity or as substantially equal payments over his or her life expectancy. If payment over the life expectancy is elected, we will allow the beneficiary to keep the Account Value invested in the Investment Options currently available, to the extent this does not conflict with the Tax Code requirements under which this option is available (primarily section 72(s) of the Tax Code.) This option is only available if elected within 60 days. Distributions must begin within one year from the date of the owner's death. Withdrawal charges continue to apply to the withdrawals taken under this option.

If the beneficiary selects option two or three above, he or she will receive the guaranteed minimum interest rate applied to the Fixed Accounts under the current version of the contract, which may be lower than the guaranteed minimum interest rate applied to the Fixed Accounts in your contract.

If the beneficiary is not a human being, the beneficiary must elect either a lump sum or deferral for up to five years.

If your (owner's) sole beneficiary is your spouse, your surviving spouse may be able to continue the contract (along with its tax-deferred status) in his or her name as the new owner. See the section below on Spousal Continuation and Appendix D.

You may change the owner's beneficiary by sending the appropriate form in Good Order to the Administrative Office. We may limit the number of beneficiaries you can name. Please consult your financial professional and tax advisor in order to identify your beneficiaries properly so that the Death Benefit is paid to the intended beneficiary, and to structure your contract so that spousal continuation can occur, if that is your intention.

Spousal Continuation

Standard Spousal Continuation

If you (as owner) die, and the Annuitant (or contingent Annuitant) is still living, the Tax Code allows your surviving spouse to continue the annuity contract, along with its tax-deferred status, only if your spouse is named as the **owner's sole beneficiary**. This is standard spousal continuation. See Appendix D for more information about parties to the contract and spousal continuation.

Enhanced Spousal Continuation

This annuity contract also provides an enhanced type of spousal continuation (Enhanced Spousal Continuation). The Enhanced Spousal Continuation under this contract is available if you (as owner) die, but **only** if you have structured your contract as follows:

- you are the sole owner and Annuitant;
- no contingent Annuitant is named;
- no joint owner is named;
- your surviving spouse is the owner's sole beneficiary; and
- your surviving spouse is the Annuitant's sole beneficiary.

Under this Enhanced Spousal Continuation, we will increase the continued contract's Account Value to the same amount that would have been paid to your surviving spouse had he or she taken the Death Benefit as a lump sum distribution. This increase will be added to the Investment Options you have selected on a pro-rata basis as of the Death Benefit Date. For example, if the Account Value at death was \$100,000, but we would have paid out a Death Benefit of \$115,000, the surviving spouse's contract will continue with a \$115,000 Account Value.

The surviving spouse continues the contract with its tax deferred earnings and all terms and conditions of the contract continue to apply, including the MVA, except:

- withdrawal charges no longer apply; and
- we will no longer accept additional contributions.

When the surviving spouse dies, a new Death Benefit, measured from the date of the continued contract, will be paid to the beneficiary named by the surviving spouse.

Under either type of spousal continuation:

- if the surviving spouse is under 59½, the 10% federal tax penalty for early withdrawal may apply if withdrawals are taken;
- certain Investment Options or administrative programs may not be available on the continued contract; and
- we may make any changes to continued contracts that are permitted by law.

See Appendix D for more information about parties to the contract and spousal continuation.

Federal Tax Advantages of Spousal Continuation Not Available to Same-Sex Spouses

The Federal Defense of Marriage Act provides that same-sex spouses are not considered married under federal law. Therefore, the favorable tax treatment provided by the Tax Code to a surviving spouse of an annuity owner

is not available to a surviving same-sex spouse. If the state where this contract is issued recognizes same-sex marriages, the Enhanced Spousal Continuation described in the contract is available to the surviving same-sex spouse; however, the favorable tax treatment provided by the Tax Code will not apply and the transfer of ownership will be a taxable event.

Death Claims

A death claim must be filed to receive either the Death Benefit on the death of the Annuitant or a distribution of the Surrender Value on the death of owner. A death claim will be effective on the Business Day we receive due proof of death of either the owner or Annuitant. For us to pay the death claim, the beneficiary must promptly submit an original certified death certificate and company death claim paperwork in Good Order including his or her election. During the period from the date of death until we receive all required paperwork in Good Order, the Account Value will remain invested in the Investment Options you chose, will continue to reflect the investment performance of any Variable Account Options during this period and will be subject to market fluctuations. Fees and expenses will continue to apply. All automated transactions will stop when we receive notice of death.

If there are multiple beneficiaries, after one beneficiary submits death claim paperwork, we will calculate the first beneficiary's share of the Death Benefit or Distribution on Death and make payment according to the first beneficiary's election. Each remaining beneficiary's share of the Death Benefit or Distribution on Death of owner will remain invested in the Variable Account Options and remain subject to market fluctuations.

Maximum Retirement Date and Annuity Benefit

Your Annuity Benefit is available anytime up until the Annuitant's 100th birthday. The Annuitant's 100th birthday is referred to as the Maximum Retirement Date. You may elect your Annuity Benefit by writing to the Administrative Office any time before the Maximum Retirement Date.

Upon the Maximum Retirement Date, you may elect to receive a lump sum of your Surrender Value, or you may elect an Annuity Benefit. The amount applied toward the purchase of an Annuity Benefit will be the Adjusted Account Value, less any pro-rata annual administrative charge, and applicable state premium tax. However, the Surrender Value will be the amount applied if the Annuity Benefit does not have a life contingency and either (i) the term is less than five years, or (ii) the annuity can be changed to a lump sum payment without a withdrawal charge.

Once an Annuity Benefit is elected, you will no longer have an Account Value, Surrender Value, Death Benefit or other accessible cash value. When the contract value is applied toward the purchase of an Annuity Benefit, it is converted into a stream of income payments. The Annuity Benefit provides regular fixed payments, which may be made monthly, quarterly, semi-annually or annually. You cannot change or redeem the annuity once payments have begun. For any annuity, the minimum periodic payment must be at least \$100.

We currently offer the following types of annuity payout options, funded through our General Account:

- life and 10-year certain annuity, which provides a fixed life income annuity with 10 years of payments guaranteed. If the Annuitant dies before the end of the 10-year period, the Annuitant's beneficiary will receive the remaining periodic payments.
- period certain annuity, which provides for fixed payments for a fixed period. The fixed periods available may vary from time to time and the fixed period selected may not extend past your 100th birthday. The payment amount is determined by the period you select. If the Annuitant dies before the end of the period selected, the Annuitant's beneficiary will receive the remaining periodic payments.
- life and period certain annuity (other than 10 years), which provides for fixed payments for at least the period selected and after that for the life of the Annuitant or the lives of the Annuitant and any joint Annuitant under a joint and survivor annuity. The fixed periods available may vary from time to time. If the Annuitant (or the Annuitant and the joint Annuitant under a joint and survivor annuity) dies before the period selected ends, the remaining periodic payments will go to the Annuitant's beneficiary.
- life only annuity, which provides fixed payments for the life of the Annuitant, or until the Annuitant and joint Annuitant both die under a joint and survivor annuity. Once the Annuitant (or last joint Annuitant) dies, no

further payments will be made and no value remains for any beneficiaries.

If you have not already selected a form of Annuity Benefit, we will contact you prior to your Maximum Retirement Date. You can tell us at that time the type of Annuity Benefit you want. If we do not receive your election on or before your Maximum Retirement Date, you will automatically receive the life and 10-year certain Annuity Benefit option.

You may not apply a portion of your Account Value to an Annuity Benefit.

Annuity Benefit Payments

The amount of your Annuity Benefit payments is based on the option you choose, the annuity rates applied and, in the case of a life contingent annuity option, on the Annuitant's age and gender. Gender may not be a factor under some tax-favored retirement programs and under certain state laws where gender-neutral rates apply.

If the age or gender of an Annuitant has been misstated, you will receive benefits that would have been purchased at the correct age and gender. Any overpayments or underpayments made by us will be charged or credited with interest at the rate required by your state. If we have made overpayments because of incorrect information about age or gender, we will deduct the overpayment from the next payment or payments due. We will add underpayments to the next payment.

Timing of Payment

We normally apply your Adjusted Account Value to the purchase of an Annuity Benefit, or send you partial or total withdrawals, within seven days after receipt of the required form at our Administrative Office. However, we can defer our action as to Account Value allocated to the Variable Account Options for any period during which:

- (1) the New York Stock Exchange has been closed or trading on it is restricted;
- (2) an emergency exists as determined by the SEC so that disposal of securities is not reasonably practicable or it is not reasonably practicable for the Separate Account fairly to determine the value of its net assets; or
- (3) the SEC, by order, permits us to defer action in order to protect persons with interests in the Separate Account.

How You Make Requests and Give Instructions

When you write to our Administrative Office, use the address listed in the glossary of this prospectus. We cannot honor your requests unless they are in Good Order. Whenever possible, use one of our printed forms, which may be obtained from our Administrative Office.

Part 6 – Optional Benefits

You may purchase one or more of the Riders offered with this contract, which provide optional benefits for an additional cost. The Riders may only be elected at the time of application and will replace or supplement the standard contract benefits. Charges for the optional benefit Riders are in addition to the standard contract charges. Be sure you understand the charges. Carefully consider whether you need the benefit and whether it is appropriate for your particular circumstances. Also consider whether you can buy the benefit more cheaply as part of the variable annuity or with a separate contract.

Guaranteed Lifetime Income Advantage Rider

Guaranteed Lifetime Income Advantage (GLIA), which is a guaranteed lifetime withdrawal benefit, is an optional Rider you may purchase for an additional charge. You may select the Individual GLIA Rider or the Spousal GLIA Rider. The GLIA Rider guarantees lifetime payments for you (or you and your spouse if you elect the Spousal GLIA Rider) regardless of how your investments perform, as long as the Rider is in effect. **If you take**

Nonguaranteed Withdrawals, as explained below, your lifetime payments will decrease and the Rider may terminate.

Lifetime Payout Amount (LPA)

The amount you can receive each Contract Year for your lifetime (or for as long as either you or your spouse is alive if you elect the Spousal GLIA Rider) is called the LPA. The LPA is first determined and available to you when you take your first withdrawal on or after the Age 60 Contract Anniversary.

The Age 60 Contract Anniversary is the first Contract Anniversary on or after you reach age 60. For the Spousal GLIA, it is the Contract Anniversary on or after the *younger* of you and your spouse reaches age 60.

Your LPA is always equal to your Payment Base multiplied by your Withdrawal Percentage. Your Payment Base may change but your **Withdrawal Percentage is locked in** at the time of your first withdrawal on or after the Age 60 Contract Anniversary and varies depending on your age at that time.

Age of (younger) Annuitant at Time of First Withdrawal	Withdrawal Percentage
60-64	4.00%
65-69	4.50%
70-74	5.00%
75-79	5.50%
80 and above	6.50%

The LPA is not cumulative. If you withdraw less than the LPA in any Contract Year, you cannot carry over or add the remaining LPA to withdrawals made in future years.

Payment Base

Your Payment Base will always be the larger of your Bonus Base or your Step-Up Base.

Your **Bonus Base** (until a Bonus is applied) is:

- 1) the Account Value on the date you purchase the GLIA Rider; plus
- 2) additional Contributions; less
- 3) Adjusted Nonguaranteed Withdrawals.

After a Bonus is applied (but before a subsequent Bonus), your Bonus Base is:

- 1) the Bonus Base immediately before the Bonus is applied; plus
- 2) the Bonus amount (see "Bonus" section below); plus
- 3) additional Contributions received after the date of the Bonus; less
- 4) Adjusted Nonguaranteed Withdrawals taken after the date of the Bonus.

Your **Step-Up Base** (until a Step-Up is applied) is:

- 1) the Account Value on the date you purchase the GLIA Rider; plus
- 2) additional Contributions; less
- 3) Adjusted Nonguaranteed Withdrawals.

On the last day of each Contract Year, we will compare your Account Value to your Step-Up Base. If your Account Value is greater than the Step-Up Base, we will increase or "step up" the Step-Up Base to equal the Account Value. The amount of the increase is your Step-Up amount.

After a Step-Up is applied (but before a subsequent Step-Up), the Step-Up Base is:

- 1) the Step-Up Base immediately before the Step-Up is applied; plus
- 2) the Step-Up amount; plus
- 3) additional Contributions received after the date of the Step-Up; less

- 4) Adjusted Nonguaranteed Withdrawals taken after the date of the Step-Up.

Effect of Withdrawals

Before the Age 60 Contract Anniversary, all withdrawals are Nonguaranteed Withdrawals and will reduce your Bonus Base and Step-Up Base (and therefore your Payment Base) by the Adjusted Nonguaranteed Withdrawal amount including withdrawal charges, if any.

After the Age 60 Contract Anniversary, withdrawals do not reduce your Bonus Base or Step-Up Base, as long as your total withdrawals in any Contract Year are not more than your LPA. However, if you withdraw more than your LPA in any Contract Year, the amount that exceeds your LPA (including any withdrawal charges) is a Nonguaranteed Withdrawal.

Each time you make a Nonguaranteed Withdrawal, we will reduce your Bonus Base and Step-Up Base (and therefore your Payment Base) by the Adjusted Nonguaranteed Withdrawal amount. The **Adjusted Nonguaranteed Withdrawal amount** is the amount of the Nonguaranteed Withdrawal (which includes any withdrawal charges) multiplied by the greater of:

- 1.0; or
- Payment Base divided by Account Value, where both values are determined immediately before the Nonguaranteed Withdrawal. If the withdrawal includes all or a portion of your LPA, the Account Value will be reduced by such portion prior to this calculation.

If your Payment Base is more than your Account Value when you take a Nonguaranteed Withdrawal, your Payment Base will be reduced by more than the amount of your Nonguaranteed Withdrawal. Here is an example assuming you take the withdrawal prior to your Age 60 Contract Anniversary and no withdrawal charges apply:

- Your Account Value is \$75,000 and your Payment Base is \$100,000
- You take a Nonguaranteed Withdrawal in the amount of \$5,000
- Your Account Value will be reduced by \$5,000, and your Payment Base will be reduced by \$6,667

Other Important Facts about Withdrawals:

- **You will not receive the intended benefit of this Rider if you take Nonguaranteed Withdrawals.** Nonguaranteed Withdrawals can have a significant negative effect on your Payment Base and LPA.
- **Withdrawal charges may apply.** If you withdraw more than your Free Withdrawal amount (10% of the Account Value in any Contract Year) but the withdrawal does not exceed your LPA, any applicable withdrawal charges will be waived. If you withdraw more than the Free Withdrawal amount and the withdrawal results in a Nonguaranteed Withdrawal, withdrawal charges, if any, will be applied. See Part 4, section titled "Withdrawal Charge" and Part 5, section titled "Withdrawals."
- **Withdrawals must be taken pro-rata from your Investment Options.** You cannot make a Withdrawal from specific Investment Options.
- **The Payment Base is not available for withdrawal.**
- The taxable portion of your withdrawals is taxed as ordinary income. You may be subject to a 10% tax penalty if you are under 59½ at the time of the withdrawal.

Annual Processing Date

The Annual Processing Date is the close of business the last day of each Contract Year. If a withdrawal is taken on an Annual Processing Date, we will process the withdrawal first. We will then reduce your Account Value by the Annual Administrative Charge, if applicable. See Part 4, section titled "Annual Administrative Charge." We will also deduct any quarterly charges that may apply and be due on that day. We will then calculate Bonuses and Step-Ups, if any. If the Annual Processing Date is not a Business Day, the Account Value for the purpose of the Step-Up is determined on the next Business Day after the Annual Processing Date.

Bonus

The Bonus amount is equal to your Bonus Percentage multiplied by the sum of all contributions minus your Bonus Percentage multiplied by the sum of all withdrawals (including withdrawal charges, if any). Your Bonus Percentage is determined by your age (or the age of the *younger* of you and your spouse if you elect the Spousal GLIA Rider) at the time each Bonus is calculated.

Age of (younger) Annuitant at Time of Bonus Calculation	Bonus Percentage
64 or below	4.00%
65-69	4.50%
70-74	5.00%
75-79	5.50%
80 and above	6.50%

If you do not take any withdrawals in a Contract Year, we will apply the Bonus on the last day of the Contract Year. The Bonus is available during the first 10 Contract Years after the GLIA Rider is purchased.

GLIA Charge

We deduct a charge equal to an annual effective rate of 0.90% for the Individual GLIA Rider or an annual effective rate of 1.15% for the Spousal GLIA Rider. The 0.90% (or 1.15%) charge is multiplied by the Payment Base as of the last day of each calendar quarter and divided by 4. We will deduct the charge from your Investment Options in the same proportion that the value of each of the Options bears to the Account Value (pro-rata). This charge decreases your Account Value dollar-for-dollar, but does not decrease your Payment Base.

If the GLIA Rider takes effect or terminates on any day other than the first day of the quarter, we will deduct a proportional share of the charge for the part of the quarter the Rider was in effect.

We reserve the right to increase the annual charge for the Individual GLIA Rider up to a maximum of 1.20%, and the annual charge for the Spousal GLIA Rider up to a maximum of 1.60%. If we do increase the charge, we will give you prior written notice of the increase and an opportunity to reject the increase. If you do not reject the increase in writing, the annual charge for your GLIA Rider will increase and you will continue to receive Step-Ups under the terms of the Rider.

If you reject the increase by giving us written notice, your charge will remain the same, but you will not receive any Step-Ups after the effective date of the increase. Your decision to reject an increase is permanent and once an increase is rejected, you will no longer be eligible to receive notice of or accept additional charge increases and will not receive additional Step-Ups.

GLIA Investment Strategies

If you elect to purchase the GLIA Rider, you must invest 100% of your Account Value at all times in only one of the three GLIA Investment Strategies described below. (Note that the Investment Options available in the GLIA Investment Strategies are also available without the Rider.) All GLIA Investment Options are Variable Account Options; no Fixed Accounts are available with the GLIA Rider.

GLIA Investment Strategy 1 – You may select one or more of the three Investment Options, as long as your allocations add up to 100% and do not exceed the percentage indicated for any particular Investment Option.

Touchstone VST Conservative ETF Portfolio 0 – 100%	Touchstone VST Moderate ETF Portfolio 0 – 100%	Touchstone VST Aggressive ETF Portfolio 0 - 50%
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GLIA Investment Strategy 2 – You may select one or more of the four Portfolios, as long as your allocations add up to 100%.

Fidelity VIP Freedom 2010 Portfolio	Fidelity VIP Freedom 2015 Portfolio	Fidelity VIP Freedom 2020 Portfolio	Fidelity VIP Freedom 2025 Portfolio
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GLIA Investment Strategy 3 – You may select one or more of the Investment Options in one or more columns, as long as your allocations add up to 100% and are within the minimum and maximum allocation percentages indicated for each column.

Minimum Allocation 30% Maximum Allocation 60%	Minimum Allocation 40% Maximum Allocation 70%	Maximum Allocation 20%	Maximum Allocation 10%
Fixed Income	Core Equity	Non Core Equity	Alternative
Fidelity VIP Investment Grade Bond	BlackRock Capital Appreciation V.I.	Columbia Variable Portfolio – Mid Cap Value Opportunities	Morgan Stanley UIF U.S. Real Estate
PIMCO VIT Total Return	Fidelity VIP Asset Manager	Columbia Variable Portfolio – Small Cap Value	PIMCO VIT All Asset
Touchstone VST Core Bond	Fidelity VIP Balanced	DWS Small Cap Index VIP	PIMCO VIT Commodity RealReturn Strategy
	Fidelity VIP Contrafund	Fidelity VIP Disciplined Small Cap	Guggenheim VT Managed Futures Strategy
	Fidelity VIP Equity-Income	Fidelity VIP Mid Cap	Guggenheim VT U.S. Long Short Momentum
	Fidelity VIP Growth	FTVIPT Franklin Small Cap Value Securities	High Yield
	Fidelity VIP Index 500	Invesco Van Kampen V.I. American Franchise	Fidelity VIP High Income
	FTVIPT Franklin Growth and Income Securities	Touchstone VST Baron Small Cap Growth	FTVIPT Franklin Income Securities
	FTVIPT Franklin Large Cap Growth Securities	Touchstone VST Mid Cap Growth	Touchstone VST High Yield
	FTVIPT Mutual Shares Securities	Touchstone VST Third Avenue Value	Short Duration
	Invesco Van Kampen V.I. Comstock	International	PIMCO VIT Low Duration
	Invesco Van Kampen V.I. Mid Cap Value*	BlackRock Global Allocation V.I.	PIMCO VIT Real Return
	Touchstone VST Aggressive ETF	Fidelity VIP Overseas	Touchstone VST Money Market
	Touchstone VST Conservative ETF	FTVIPT Templeton Foreign Securities	
	Touchstone VST Enhanced ETF	FTVIPT Templeton Growth Securities	
	Touchstone VST Large Cap Core Equity	Invesco V.I. International Growth	
	Touchstone VST Moderate ETF	Morgan Stanley UIF Emerging Markets Debt	
		Morgan Stanley UIF Emerging Markets Equity	

* To be renamed Invesco Van Kampen V.I. American Value Fund as of 7/15/2012.

For more information regarding these Investment Options, including information relating to their investment objectives and policies, and the risks of investing, see Part 3 of this prospectus, as well as the underlying Portfolio prospectuses. You can obtain a copy of the Portfolio prospectuses by contacting the Administrative Office. You should read the Portfolio prospectuses carefully before investing.

Subject to required approvals by federal and state authorities, we reserve the right to add, close, eliminate or substitute the GLIA Investment Strategies, the Investment Options or the underlying Portfolios at any time.

Transfer and Allocation Restrictions

The following limitations apply to your allocations and transfers among the Investment Strategies and the GLIA Investment Options.

- Only one investment allocation may be in place at any time. This allocation applies to all current and future contributions and automatic rebalancing.
- Transfers may only be accomplished by making an allocation change.
- You can change your allocation among the Investment Options within a GLIA Investment Strategy or you can move 100% of your investment from one GLIA Investment Strategy to another GLIA Investment Strategy.
- Your first allocation change is allowed 90 days after the Contract Date. Each allocation change starts a 90-day waiting period before you can make another.
- We will automatically rebalance your Investment Options each contract quarter. The reallocation resulting from automatic rebalancing does not trigger a 90-day waiting period.
- You cannot change the allocation between the Investment Options within GLIA Investment Strategy 3. It is a fixed allocation.

Contribution Limits

- Your initial contribution must be at least \$25,000 but not more than \$1,000,000 if you are 75 or younger (\$500,000 if you are 76 or older), without our prior approval.
- Each additional contribution must be at least \$1,000.
- You cannot make additional contributions after the older Annuitant's 80th birthday or during the Guaranteed Payment Phase.
- Your total contributions cannot be more than \$1 million if you are 75 or younger (\$500,000 if you are 76 or older), without our prior approval.

We reserve the right to refuse to accept additional contributions (on a nondiscriminatory basis) at any time to the extent permitted by law.

Withdrawal Protection for Required Minimum Distributions

If you have a tax-qualified annuity contract (such as an IRA), you may need to withdraw money from this annuity contract in order to satisfy IRS required minimum distributions (RMDs) after you turn 70½.

We will calculate the RMDs with respect to this annuity contract based on the prior calendar year-end fair market value of this annuity contract only. We do not take into account your other assets or distributions in making this calculation.

Each contract year, you may take the greater of your LPA or your RMD from your GLIA Rider without causing a Nonguaranteed Withdrawal. The RMD protected from being a Nonguaranteed Withdrawal is limited to the amount for this contract only. In addition, timing of the withdrawals may be restricted. We will notify you during the year of the amount you may take (Maximum Amount), and when you may take the Maximum Amount so you can satisfy your RMD obligations without inadvertently taking a Nonguaranteed Withdrawal. If you take withdrawals that exceed your Maximum Amount or if you do not honor the timing restrictions, any withdrawals greater than LPA will be treated as Nonguaranteed Withdrawals. See "Effect of Withdrawals" section, above.

You must take your first annual RMD in the calendar year you turn age 70½. We reserve the right to make any changes we deem necessary to comply with the tax laws. **You should discuss these matters with your tax advisor prior to electing the GLIA Rider.**

Guaranteed Payment Phase

The Guaranteed Payment Phase begins on the date the Account Value decreases to zero, but the Payment Base is more than zero. During this phase, you will receive automatic payments each Contract Year equal to the LPA on the date of the first payment.

Once the Guaranteed Payment Phase begins, all other rights, benefits, values and charges under the contract, the GLIA Rider and any other Riders, will terminate, except those described in this section and in the "Termination" section below. We will send you a written notice when the annuity contract enters the Guaranteed Payment Phase.

The payments will continue for your lifetime (or as long as either you or your spouse is alive if you elect the Spousal GLIA Rider). The Guaranteed Payment Phase will end if the Rider terminates. See "Cancellation and Termination of Rider" section below.

Contract Structure

While this Rider is in effect:

1. You must be the Owner and primary Annuitant. (You may be the beneficial owner through a custodial account.)
2. Joint Owners are not allowed.
3. Contingent Annuitants have no effect.

If the Spousal GLIA Rider is elected, in addition to numbers 1-3 above:

4. You must name your spouse as the spousal Annuitant.
5. You must name your spouse as the Owner's Sole Beneficiary and the Annuitant's Sole Beneficiary.
6. We will only accept a legal spouse as defined under the federal Defense of Marriage Act (1 U.S.C. §7), which means one spouse of the opposite sex. Where required by state law, the definition of spouse may be expanded to include a civil union partner or same-sex spouse; however, the surviving partner of a civil union or same-sex spouse is not afforded the benefits of a surviving spouse beneficiary under Tax Code section 72(s) and will incur a taxable event upon the death of his or her partner.
7. **If you and your spouse are more than 10 years apart in age, the Spousal GLIA Rider is probably not suitable for you.**

Removal of Spousal Annuitant

You may remove a Spousal Annuitant as a party, but you cannot add or change a Spousal Annuitant. The Spousal Annuitant is automatically removed upon a divorce or other legal termination of your marriage. Once the Spousal Annuitant is removed, lifetime withdrawals under the Spousal GLIA Rider are no longer guaranteed for the lives of both you and your spouse. You must provide us with notice of the divorce or termination of marriage. If a spouse is removed, you can name new Owner's Beneficiaries and Annuitant's Beneficiaries.

- **If the Spousal Annuitant is removed, the Rider charge will not be reduced.**
- If the Spousal Annuitant is removed before the LPA has been established, the LPA will be based on your age at the time of your first withdrawal on or after your Age 60 Contract Anniversary and any Bonus calculations that occur after your spouse is removed will be calculated using your age.
- If the Spousal Annuitant is removed after the LPA has been established, the LPA will not be recalculated and any Bonus will be calculated using the age of the younger of either you or your (now removed) spouse.

Cancellation and Termination of Rider

You may cancel the Rider after it has been in effect for five Contract Years. After the fifth Contract Year, you will have a 45-day window following each Contract Anniversary to cancel your Rider.

This Rider will terminate automatically on the earliest of the following dates:

1. The date you die (or survivor of you and your spouse dies if you elect the Spousal GLIA Rider);
2. The date the Payment Base equals zero;
3. The date a Nonguaranteed Withdrawal reduces the Account Value to zero;
4. The date before the Age 60 Contract Anniversary that the Account Value equals zero;
5. The date that you transfer ownership of the contract;
6. The date you assign the contract or any benefits under the contract or Rider;
7. The date a Death Benefit is elected under the contract;
8. On the Maximum Retirement Date, unless you elect to receive your LPA under an Annuity Benefit;
9. The date you elect an Annuity Benefit under the contract;
10. The date you cancel this Rider;

11. The date the contract ends.

Once cancelled or terminated, this Rider may not be reinstated.

Additional Restrictions

The following additional restrictions apply to your annuity contract if you elect the GLIA Rider:

- You (or the *older* of you and your spouse if you elect the Spousal GLIA Rider) must be between 50 and 80 years old on the date you elect the Rider.
- The Guaranteed Rate Options and Systematic Transfer Option are not available.
- Systematic Transfer Program is not available.
- Dollar Cost Averaging is not available.
- Choices Plus Required Minimum Distribution Program is not available.
- Systematic Contribution Program is not available.
- The Enhanced Earnings Benefit is not available.

The addition of the GLIA Rider to your annuity contract may not always be in your best interest. For example: (i) if you are purchasing the GLIA to meet income needs, you should consider whether an immediate annuity is better suited to your situation; (ii) if you are primarily seeking long-term asset growth and do not plan to take withdrawals until more than ten years after you purchase the Rider, the benefit of the GLIA Rider may not justify its cost; (iii) if you do not expect to take withdrawals while this Rider is in effect, you do not need the GLIA rider because the benefit is accessed through withdrawals; or (iv) if you are likely to need to take withdrawals prior to the LPA being available or in an amount that is greater than the LPA, you should carefully evaluate whether the GLIA Rider is appropriate, due to the negative effect of Nonguaranteed Withdrawals on your Rider values. **You should consult with your tax and financial advisors and carefully consider your alternatives before deciding if the GLIA Rider is suitable for your needs.**

We reserve the right to discontinue offering the GLIA Rider at any time, but this will not affect your GLIA Rider once it is issued.

Examples

Please see Appendix E for hypothetical examples that illustrate how the GLIA Rider works.

Highest Anniversary Death Benefit Rider

The Highest Anniversary Death Benefit (HADB) is an optional benefit Rider, which you may purchase for an additional fee. This Rider provides an enhancement of the standard Death Benefit under the contract as follows:

For contracts where the Annuitant's age on the Contract Date is up to and including age 70, the Death Benefit will be the greater of:

- your highest Account Value on any Contract Anniversary before the Annuitant's 76th birthday, plus any contributions received after that Contract Anniversary, minus proportional adjustments for any withdrawals (including associated charges) after that Contract Anniversary; or
- the standard Death Benefit described in Part 5.

The HADB Rider is not available if the Annuitant is age 71 or older on the Contract Date.

The fee for the HADB Rider is an annual effective rate of 0.20% assessed at the end of each calendar quarter for the life of the contract. The fee is calculated by multiplying the value of your Variable Account Options as of the last day of each calendar quarter by the annual effective rate and dividing by 4.

Enhanced Earnings Benefit Rider

The EEB is an optional benefit Rider, which you may purchase for an additional fee. The EEB Rider provides an enhancement of the standard Death Benefit under the contract. Specifically, if there is a gain in the contract when we calculate the Death Benefit, we will pay an amount equal to a percentage of the gain as an additional

Death Benefit. The EEB Rider is not available on contracts issued in Washington.

Gain is calculated by taking your Account Value on the Business Day we receive due proof of death and the beneficiaries election in Good Order, minus contributions adjusted for partial withdrawals. If the resulting value is less than zero, then gain will be set equal to zero for purposes of this Death Benefit calculation.

The cost of the EEB and the percentage of gain paid depend on the Annuitant's age on the Contract Date. We will assess the cost of the EEB at the end of each calendar quarter by multiplying your Account Value by the annual effective rate as indicated in the chart below and dividing by 4.

Annuitant Age on the Contract Date	Benefit Paid	Charge on Account Value at Annual Effective Rate
59 or less	40% of Gain	0.20%
60-69	40% of Gain	0.40%
70-79	25% of Gain	0.50%
80 or more	Not Available	Not Available

The maximum benefit is 150% of your contributions less 150% of your withdrawals (including any withdrawal charges). Contributions received in the first seven Contract Years will be included for purposes of calculating the maximum benefit. Contributions received after the seventh Contract Anniversary will not be included in calculating the maximum benefit until they have been in the contract for six months.

If there is no gain or if a Death Benefit (which is paid on the death of the Annuitant) is not paid, the EEB will provide no benefit. Contributions received from exchanged contracts shall be treated as contributions for purposes of the EEB and determination of the percentage of gain paid. Any gain in the exchanged contract will not be carried over to the new contract for purposes of calculating the EEB. It will be carried over for purposes of income tax or exclusion allowance calculations.

Please see Appendix F for hypothetical examples that illustrate how the EEB Rider works.

The EEB automatically terminates if you surrender the contract or elect an Annuity Benefit. If the GLIA is selected, the EEB is not available.

Based on our current interpretation of the tax law, the additional benefit provided by the EEB will be treated as earnings under the contract and taxed as income upon distribution. You should consult your tax advisor and your investment professional to determine if the EEB is suitable for your needs.

A special note if you are purchasing this annuity for use as an IRA: If you are purchasing this contract as an IRA and are electing the EEB there is no assurance that the contract will meet the qualification requirements for an IRA. You should carefully consider selecting the EEB if this contract is an IRA. Consult your tax or legal advisor if you are considering using the EEB with an IRA. The contract owner bears the risk of any adverse tax consequences.

Part 7 - Voting Rights

How Portfolio Shares Are Voted

Integrity is the legal owner of the shares of the Portfolios held by the Separate Account and, as such, has the right to vote on certain matters. Among other things, we may vote to elect a Portfolio's Board of Directors, to ratify the selection of independent auditors for a Portfolio, and on any other matters described in a Portfolio's current prospectus or requiring a vote by shareholders under the 1940 Act.

Whenever a shareholder vote is taken, we give you the opportunity to tell us how to vote the number of shares purchased as a result of contributions to your contract. We will send you Portfolio proxy materials and a form for giving us voting instructions.

If we do not receive instructions in time from all owners, we will vote shares in a Portfolio for which we have not

received instructions in the same proportion as we vote shares for which we have received instructions. As a result of this proportional voting, the vote of a small number of contract owners may determine the outcome of a proposal. Under eligible deferred compensation plans and certain qualified plans, your voting instructions must be sent to us indirectly, through your employer, but we are not responsible for any failure by your employer to ask for your instructions or to tell us what your instructions are. We will vote any Portfolio shares that we are entitled to vote directly, because of amounts we have accumulated in our Separate Account, in the same proportion that other owners vote. If the federal securities laws or regulations or interpretations of them change so that we are permitted to vote shares of the Portfolios in our own right or to restrict owner voting, we may do so.

If shares of the Portfolios are sold to separate accounts of other insurance companies, the shares voted by those companies in accordance with instructions received from their contract holders will dilute the effect of voting instructions received by us from our owners.

How We Determine Your Voting Shares

You vote only on matters concerning the Portfolios which correspond to the Variable Account Options in which your contributions are invested on the record date set by the Portfolio's Board of Directors. We determine the number of Portfolio shares in each Variable Account Option under your contract by dividing the amount of your Account Value allocated to that Variable Account Option by the net asset value of one share of the corresponding Portfolio as of the record date set by a Portfolio's Board for its shareholders' meeting. We count fractional shares. The record date for this purpose cannot be more than 60 days before the shareholders' meeting. All Portfolio shares are entitled to one vote; fractional shares have fractional votes.

Part 8 – Tax Aspects of the Contract

Introduction

The effect of federal income taxes on your annuity contract values, withdrawals and Annuity Benefit payments varies depending on many factors including:

- our tax status
- the tax status of the contract
- the type of retirement plan, if any, for which the contract is purchased
- the tax and employment status of the persons receiving payments

The following discussion of the federal income tax treatment of an annuity contract is not designed to cover all situations and is not intended to be tax advice. It is based upon our understanding of the present federal income tax laws as currently interpreted by the Internal Revenue Service (IRS) and various courts. The IRS or the courts may change their views on the treatment of these contracts. Future legislation may have a negative effect on annuity contracts. Also, we have not attempted to consider the effect of any state or other tax laws.

Tax laws are complex and they differ depending on whether you own a Qualified or Nonqualified Annuity. It is important to remember that tax results vary depending on your particular circumstances. If you are considering buying an annuity contract, making a withdrawal from an annuity contract or selecting an Annuity Benefit, you should consult a qualified tax advisor about your individual situation. **Integrity does not provide tax advice** or guarantee the federal, state, or local tax status of any contract or any tax treatment of any transaction involving its contracts.

Your Contract is an Annuity

- You can purchase a Nonqualified Annuity with after-tax dollars. Taxes on earnings under the Nonqualified Annuity generally are deferred until you make a withdrawal.
- You can purchase a Qualified Annuity with after-tax dollars to fund a Roth IRA. The earnings under a Roth IRA generally are fully excluded from taxable income at distribution, subject to certain rules and limitations.
- You can purchase a Qualified Annuity to fund a traditional IRA with tax-deductible dollars or roll over pre-tax dollars from another traditional IRA or a qualified retirement plan, such as a 401(k) plan. Withdrawals from these annuity contracts generally are fully taxable as ordinary income.

This prospectus discusses the basic federal tax rules that apply to Nonqualified Annuities and touches on a few of the special tax rules that apply to Qualified Annuities.

Taxation of Annuities Generally

Section 72 of the Tax Code governs the taxation of annuities. In general, contributions you put into a Nonqualified Annuity (your “basis” or “investment in the contract”) will not be taxed when you receive those amounts back in a distribution. You are not generally taxed on the annuity’s earnings until some form of withdrawal or distribution is made under the contract. However, under certain circumstances, the increase in value may be subject to current federal income tax. For example, corporations, partnerships, and other non-human owners cannot defer tax on the annuity’s earnings unless an exception applies. In addition, if an owner transfers an annuity as a gift to someone other than a spouse¹² (or to a former spouse under a court order), all increases in its value are taxed at the time of transfer. The assignment or pledge of any portion of the value of an annuity contract will be treated as a distribution of that portion.

You can take withdrawals from your contract or you can elect an Annuity Benefit. For a Nonqualified Annuity, the tax implications are different for each type of distribution:

- Withdrawals from a contract before Annuity Benefit payments begin are treated as taxable income to the extent of any gain in the contract. Withdrawals after all the gain is withdrawn represent your investment in the annuity and are not taxable. Generally, your investment in the contract equals the contributions you make minus any amounts previously withdrawn that were not treated as taxable income. Special rules may apply if the contract includes contributions made prior to August 14, 1982 that were transferred to the contract as a tax free exchange.
- If you elect an Annuity Benefit, part of each payment will be the tax-free return of your investment in the contract, based on a ratio of your investment to the expected return under the contract (exclusion ratio). The rest of each payment will be taxed as ordinary income. That means that part of each annuity payment is tax-free and part is taxable. When all of these tax-free portions add up to your investment in the contract, all remaining payments are taxed as ordinary income. If the annuity payments end before the total investment is recovered, a deduction for the remaining basis will generally be allowed on the owner’s final federal income tax return.

You may be subject to a tax penalty of 10% on the taxable portion of a distribution from either a Qualified or Nonqualified Annuity unless one of the following conditions applies:

- you are 59½ or older
- payment is a result of the owner’s death
- payment is a result of the owner becoming disabled within the meaning of Tax Code section 72(m)(7)
- payment is part of a series of substantially equal periodic payments paid at least annually, where the amount is determined by the life expectancy of the owner or joint life expectancy of the owner and a beneficiary payment is under a qualified funding asset as defined in Section 130(d) of the Tax Code
- payment is under certain types of qualified plans held by the employer until the employee separates from service
- payment is under an immediate annuity as defined in Tax Code Section 72(u)(4) (Nonqualified Annuities only)
- payment is for the purchase of a first home (distribution up to \$10,000) (IRA only)
- payment is for certain higher education expenses (IRA only)
- payment is for certain deductible medical expenses (IRA only)
- you have received unemployment compensation under a federal or state program for at least 12 consecutive weeks and the distributions do not exceed the amount paid for health insurance coverage for yourself, your spouse and your dependents (IRA only).

¹² Under current federal law, spouse means opposite-sex spouse only.

The IRS will treat all annuity contracts issued by us or our affiliates to one owner during any calendar year as a single contract in measuring the taxable income that results from surrenders and withdrawals under any one of the contracts.

Tax Treatment of Living Benefits

If you elect a GLIA Rider, withdrawals of your Lifetime Payout Amount (LPA) are taxable as income to the extent that the Account Value exceeds your investment in the contract. Once you have withdrawn all of the gain and then recover the entire investment in your annuity contract, if additional payments are made under the GLIA Rider, those payments are taxable.

Tax-Favored Retirement Programs

An owner can use this annuity with certain types of qualified retirement plans that receive favorable tax treatment under the Tax Code. Numerous tax rules apply to the participants in qualified retirement plans and to the contracts used in connection with those plans. These tax rules vary according to the type of plan and the terms and conditions of the plan itself, regardless of the terms and conditions of the contract. Special rules also apply to the time at which distributions must begin and the form in which the distributions must be paid. We do not offer loans through our annuity contracts even if the qualified plan allows for them.

Annuities in Qualified Plans

IRAs and qualified retirement plans, such as 401(k) plans, provide you with tax-deferred growth and other tax advantages. **If you are investing in a variable annuity through a qualified retirement plan (such as a 401(k) or IRA), you will get no additional tax advantage from the variable annuity.** Under these circumstances, consider buying a variable annuity only if it makes sense because of the annuity's other features, such as the Death Benefit, Annuity Benefit or optional Riders.

Required Minimum Distributions (RMDs)

If you have a Qualified Annuity (other than a Roth IRA), you may need to withdraw money from this annuity contract in order to satisfy the RMDs required by the Tax Code after you turn 70½. We will calculate the RMDs with respect to this annuity contract based on the prior calendar year-end fair market value of this annuity contract only. We do not take into account your other assets or distributions in making this calculation. **You should discuss these matters with your tax advisor.**

If your contract provides an additional benefit, such as an enhanced death benefit or if you have elected the optional GLIA Rider, the fair market value of your contract may increase by the actuarial present value of those benefits. Therefore, the amount of the RMD you must take may increase.

Failure to comply with the RMD rules applicable to qualified contracts may result in the imposition of an excise tax. This excise tax generally equals 50% of the amount by which an RMD exceeds the actual distribution from the contract.

Roth IRAs do not require distributions at any time prior to the owner's death.

Inherited IRAs

The death benefit paid under this contract may be extended as an inherited IRA. This occurs if, after the death of the owner of an IRA, the owner's beneficiary directs that the death proceeds be titled as an inherited IRA. The owner's beneficiary on the original IRA contract will become the inherited IRA owner and may name his or her own beneficiary in the event of death.

The inherited IRA owner may invest in the Investment Options available under the current version of the contract. Fees and charges will continue to apply and no additional contributions can be made. The inherited IRA owner must take RMDs beginning on or before December 31 of the calendar year after the original owner's death. If the beneficiary is a spouse and has elected this option, distributions may begin at the end of the calendar year in which the owner would have reached age 70½, if later.

Exchanges and Transfers

In some circumstances, you may move money tax-free from one annuity to another. Money can be moved from one Nonqualified Annuity to another under section 1035 of the Tax Code. This is usually called a "1035 exchange." Money can be moved from an IRA or from other qualified plan, such as a 401(k) plan or 403(b) tax sheltered annuity, to another IRA. This may be done by means of a rollover or a trustee-to-trustee transfer.

Money invested in this annuity contract is not available for exchange under section 1035 of the Tax Code or for a trustee-to-trustee transfer as long as it is subject to a withdrawal charge. You cannot use your Free Withdrawal Amount as an exchange under section 1035 of the Tax Code or for a trustee-to-trustee transfer.

You cannot roll over from a SIMPLE IRA during the first two years of participation in the SIMPLE IRA and you cannot roll over after-tax contributions that are included in the other plans.

Tax laws are complex and your individual situation is unique. **You should always consult a tax advisor before you move or attempt to move assets from one annuity to another annuity, contract or plan.**

Federal and State Income Tax Withholding

We are required to withhold federal income taxes on all distributions from your annuity contract. If you are eligible, you may elect not to have any amounts withheld if you provide notice to us in Good Order. Also, certain states have indicated that we must apply withholding to payments made to their residents. Generally, an election out of federal withholding will also be considered an election out of state withholding.

Tax Status of the Company

Under existing federal income tax laws, we do not pay tax on investment income and realized capital gains of the Separate Account. We do not anticipate that we will incur any federal income tax liability on the income and gains earned by the Separate Account. The Company, therefore, does not impose a charge for federal income taxes. If federal income tax law changes and we must pay tax on some or all of the income and gains earned by the Separate Account, we may impose a charge against the Separate Account to pay the taxes. We can also set up reserves for taxes. We receive a tax deduction for dividends received by the Funds.

Transfers Among Investment Options

There will not be any current tax liability if you transfer any part of the Account Value among the Investment Options in your contract.

Part 9 – Additional Information

Systematic Withdrawal Program

We offer a program that allows you to pre-authorize periodic withdrawals from your contract prior to your Retirement Date. You can choose to have withdrawals made monthly, quarterly, semi-annually or annually and can specify the day of the month (other than the 29th, 30th or 31st) on which the withdrawal is to be made. If you do not select how often you want to receive withdrawals, we will make them on a monthly basis. You may specify a dollar amount or an annual percentage to be withdrawn, such as the Free Withdrawal Amount. The minimum Systematic Withdrawal is \$100. If you do not have enough Account Value to make the withdrawal you have specified, no withdrawal will be made and your enrollment in the program will end. You may specify an account for direct deposit of your Systematic Withdrawals. Direct deposit is required for monthly withdrawals. Withdrawals under this program are subject to withdrawal charges, if any (see Part 4, section titled "Withdrawal Charge") and to income tax and a 10% tax penalty if you are under age 59½. See Part 8.

To enroll in our Systematic Withdrawal Program, send the appropriate form to our Administrative Office. You may terminate your participation in the program upon prior written notice. We may terminate or change the Systematic Withdrawal Program at any time.

Income Plus Withdrawal Program

We offer an Income Plus Withdrawal Program that allows you to pre-authorize substantially equal periodic withdrawals, based on your life expectancy as defined by the Tax Code, from your contract anytime before you reach age 59½. You will not have to pay a tax penalty for these withdrawals, but they will be subject to ordinary income tax. See Part 8. Once you begin receiving your withdrawals under this program, you should not change or stop the withdrawals until the later of:

- the date you reach age 59½; and
- five years from the date of the first withdrawal under the program.

If you change or stop the withdrawals or take an additional withdrawal, you may have to pay a 10% penalty tax that would have been due on all prior withdrawals made under the Income Plus Withdrawal Program before you reached the date described above, plus interest.

You may choose to have withdrawals made monthly, quarterly, semi-annually or annually and may specify the day of the month (other than the 29th, 30th or 31st) on which the withdrawal is made. You may specify an account for direct deposit of your withdrawals. Direct deposit is required for monthly withdrawals. We will calculate the amount of the withdrawal, subject to a \$100 minimum. We are not responsible for any tax or other liability you may incur if our good faith calculations are not correct. You should consult with your tax advisor to ensure these withdrawals are appropriate to your situation.

If on any withdrawal date you do not have enough Account Value to make the withdrawals you specified, no withdrawal will be made and your enrollment in the program will end.

To enroll in our Income Plus Withdrawal Program, send the appropriate form to our Administrative Office. You may end your participation in the program upon prior written notice. We may terminate or change the Income Plus Withdrawal Program at any time. This program is not available in connection with the Systematic Withdrawal Program. Withdrawals under this program are subject to withdrawal charges, if any. See Part 4, section titled "Withdrawal Charge".

This program is not available with the GLIA Rider. See Part 6, section titled "Guaranteed Lifetime Income Advantage Rider."

Choices Plus Required Minimum Distribution (RMD) Program

We offer a Choices Plus RMD Program that allows you to pre-authorize withdrawals from your Qualified Annuity contract after you attain age 70½. The Tax Code requires that you take minimum distributions from most Qualified Annuity contracts beginning on or before April 1st of the calendar year following the calendar year in which you turn 70½ years old. These withdrawals are subject to ordinary income tax. See Part 8.

You can choose the Choices Plus RMD Program at any time if you are age 70½ or older by sending the election form to our Administrative Office. You can choose to have withdrawals made monthly, quarterly, semi-annually, or annually and can specify the day of the month (other than the 29th, 30th, or 31st) on which the withdrawal is made. You may specify an account for direct deposit of your withdrawals. Direct deposit is required for monthly withdrawals. We will calculate the amount of the withdrawals using current IRS guidance. We are not responsible for any tax or other liability you may incur if our good faith calculations are not correct. You should consult with your tax advisor to ensure these withdrawals are appropriate to your situation.

Withdrawals of Account Value that are made as part of the Choices Plus program are not subject to withdrawal charges or MVAs, as long as you do not take additional withdrawals that would exceed your Free Withdrawal Amount when combined with the RMD amount. You may end your participation in the program upon prior written notice. We may terminate or change the Choices Plus RMD Program at any time.

This program is not available with the GLIA Rider. See Part 6, section titled "Guaranteed Lifetime Income Advantage, Required Minimum Distributions."

Dollar Cost Averaging Program

Dollar cost averaging refers to the practice of investing the same amount in the same Variable Account Option at regular intervals (such as once a month), regardless of market conditions. Thus, you automatically buy more Units when the price is low and fewer when the price is high. Over time, you may reduce the risk of buying Units when their cost is highest. Dollar cost averaging does not assure a profit and does not protect against investment losses.

We offer a Dollar Cost Averaging Program under which we transfer contributions that you have allocated to the Touchstone VST Money Market Fund to one or more other Variable Account Options on a monthly, quarterly, semi-annual or annual basis. You must tell us how much you want transferred into each Variable Account Option. The minimum transfer to each Variable Account Option is \$250. We will not charge a transfer charge under our Dollar Cost Averaging Program, and these transfers will not count toward the 12 free transfers you may make in a Contract Year.

To enroll in our Dollar Cost Averaging Program, send the appropriate form to our Administrative Office. You may terminate your participation in the program upon prior written notice. We may terminate or change the Dollar Cost Averaging Program at any time. If you do not have enough Account Value in the Touchstone VST Money Market Fund to transfer to each Variable Account Option specified, no transfer will be made and your enrollment in the program will end.

This program is not available with the GLIA Rider. See Part 6, section titled "Guaranteed Lifetime Income Advantage Rider."

Systematic Transfer Program

We also offer a Systematic Transfer Program where we accept new contributions into a Systematic Transfer Option (STO), which is a Fixed Account, and make transfers out of the STO to one or more Variable Account Options on a monthly or quarterly basis. We will transfer your STO contributions in approximately equal installments of at least \$1,000 over either a six-month or a one-year period, depending on the option you select. If you do not have enough Account Value in the STO to transfer to each Variable Account Option specified, a final transfer will be made on a pro rata basis and your enrollment in the program will end. All interest accrued and any Account Value remaining in the STO at the end of the period during which transfers are scheduled to be made will be transferred at the end of that period on a pro rata basis to the Variable Account Options you chose for this program. You cannot transfer Account Value into the STO.

We will not charge a transfer charge under our Systematic Transfer Program, and these transfers will not count toward the 12 free transfers you may make in a Contract Year. See Part 4, section titled "Transfer Charge."

To enroll in our Systematic Transfer Program, send the appropriate form to our Administrative Office. We can end the Systematic Transfer Program in whole or in part, or restrict contributions to the program. This program may not be currently available in some states.

This program is not available with the GLIA Rider. See Part 6, section titled "Guaranteed Lifetime Income Advantage Rider."

Customized Asset Rebalancing Program

Asset rebalancing allows you to maintain a diversified investment mix that is appropriate for your goals and risk tolerance. Because your different Investment Options will experience different gains and losses at different times, your asset allocation may shift from your preferred mix. Asset rebalancing periodically resets your investments to your original allocations, ensuring that your asset mix stays in line with your investment strategy.

We offer a Customized Asset Rebalancing Program that allows you to establish a rebalancing allocation and determine how often the Account Value in your currently available Variable Account Options will rebalance to that allocation. You can choose to rebalance monthly, quarterly, semi-annually or annually.

The Account Value in the currently available Variable Account Options will automatically be rebalanced back to your rebalancing allocation percentages by selling all existing Units subject to rebalancing and repurchasing Units according to your rebalancing allocation. You will receive a confirmation notice after each rebalancing. Variable Account Options that are closed to new purchases, and Fixed Accounts, are not included in the Customized Asset Rebalancing Program.

A transfer request or a reallocation of your Account Value does not change your rebalancing allocation. You must provide specific instructions if you wish to change your rebalancing allocations. We do not charge a transfer charge for transfers under our Customized Asset Rebalancing Program, and the transfers do not count toward your 12 free transfers. See Part 4, section titled "Transfer Charge."

To enroll in our Customized Asset Rebalancing Program, send the appropriate form to our Administrative Office. Other allocation programs, such as Dollar Cost Averaging, may not work with the Customized Asset Rebalancing Program. You should, therefore, monitor your use of other programs, as well as transfers and withdrawals, while the Customized Asset Rebalancing Program is in effect. You may terminate your participation in the program upon prior written notice. We may end or change the Customized Asset Rebalancing Program at any time. We recommend you consult with your financial professional when establishing your investment portfolio.

This program is not available with the GLIA Rider. See Part 6, section titled "Guaranteed Lifetime Income Advantage Rider."

Systematic Contributions Program

We offer a program for systematic contributions that allows you to pre-authorize monthly, quarterly, or semi-annual withdrawals from your checking account to make your contributions to your annuity contract. To enroll in this program, send the appropriate form to our Administrative Office. You or we may end your participation in the program with 30 days' prior written notice. We may end your participation if your bank declines to make any payment. The minimum amount for systematic contributions is \$100 per month.

Contributions to the GLIA Investment Options may not be made via the Systematic Contribution Program. See Part 6, section titled "Guaranteed Lifetime Income Advantage Rider."

Legal Proceedings

Integrity is a party to litigation and arbitration proceedings in the ordinary course of its business. None of these matters is expected to have a material adverse effect on Integrity.

Table of Contents of Statement of Additional Information

	Page
General Information and History	1
Administration and Distribution of the Contracts	1
Performance Data and Illustrations	2
Distributions Under Tax Favored Retirement Programs	4
Financial Statements	4

If you would like to receive a copy of the Statement of Additional Information, please write:

Administrative Office
Integrity Life Insurance Company
P.O. Box 5720
Cincinnati, OH 45201-5720
ATTN: Request SAI for Integrity AnnuityChoice II dated May 1, 2012

Part 10 – Prior Contracts

If you are a current contract owner, you should note that some of the options, features, and charges of your contract differ from those in the *AnnuiChoice* contract we are currently offering via this prospectus. Material differences between the prior versions of the *AnnuiChoice* contracts and those we are currently offering are described below. The dates given are the company roll out dates, but these dates vary by state. Please check your contract and the prospectus you received when you purchased your annuity if you are uncertain about whether these features are in your contract.

AnnuiChoice II and AnnuiChoice I (Contracts issued before May 1, 2012)

If you purchased your contract before May 1, 2012, you have additional Variable Account Options that invest in Portfolios with higher costs than the Portfolios currently offered to new purchasers. Therefore, we have restated your minimum and maximum total operating expenses charged by the Portfolios and provided expense examples using the maximum Portfolio operating expense.

The minimum and maximum total operating expenses charged by the Portfolios that you may pay periodically during the time you own the contract are stated below. More detail concerning each Portfolio's fees and expenses is contained in the prospectus for each Portfolio.

Minimum: 0.35%

Maximum: 2.74%

The Total Annual Portfolio Operating Expenses for the Portfolios you may purchase in addition to those in the table in Appendix G of this prospectus are listed below.

Gross and net annual expenses as a percentage of average net assets in each Portfolio:

Portfolio	Management Fees	12b-1 Fee or Service Fee	Other Expenses	Acquired Funds Fees and Expenses	Total Annual Expenses	Fee Waivers/Reimbursements	Total Annual Net Expenses
Guggenheim VT Alternative Strategies Allocation	0.00%	0.00%	0.00%	1.66%	1.66%	N/A	1.66%
Guggenheim VT Multi-Hedge Strategies ¹³	1.26%	0.00%	1.29%	0.19%	2.74%	0.11%	2.63%

Examples

The examples that follow are intended to help you compare the cost of investing additional contributions in this contract with the cost of investing in other variable annuity contracts. Each example assumes that you invest \$10,000 in the contract for the time period indicated. Each example also assumes that your investment has a 5% return each year. Your actual costs may be higher or lower.

Highest Cost Example using Highest Mortality and Expense Risk Charge and Maximum Charge for Highest Cost Rider

The following example includes the withdrawal charge, the annual administrative charge, the mortality and expense risk charge for the currently offered *AnnuiChoice II* variable annuity and the maximum Portfolio operating expenses, plus the cost of the Highest Anniversary Death Benefit and the maximum cost of the GLIA Spousal Rider, where the younger Annuitant is age 65 on the Contract Date. If the mortality and expense risk charge for the *AnnuiChoice I* contract (sold before July 31, 2006) was used, the total cost would be less than indicated in this example. If the current cost of the GLIA Spousal Rider was used, the total cost would be less than indicated in this example. Based on these assumptions, your costs would be:

¹³ The advisor has contractually agreed to waive the management fee it receives from the fund in an amount equal to the management fee paid to the advisor by a specified subsidiary. This undertaking will continue in effect for so long as the fund invests in the specified subsidiary, and may be terminated only with the approval of the fund's board. In any event, this undertaking will continue through April 30, 2013.

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
\$1,423	\$2,574	\$3,631	\$6,290

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
\$623	\$1,874	\$3,131	\$6,290

Highest Cost Example using Highest Mortality and Expense Risk Charge with No Riders

The following example includes withdrawal charges, the annual administrative charge, the mortality and expense risk charge for the currently offered AnnuityChoice II variable annuity and maximum Portfolio operating expenses. If the mortality and expense risk charge for the AnnuityChoice I contract (sold before July 31, 2006) was used, the total cost would be less than indicated in this example. The cost of optional Riders is not included. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
\$1,235	\$2,013	\$2,702	\$4,473

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
\$435	\$1,313	\$2,202	\$4,473

Variable Account Options, in addition to those listed in Part 3.

Descriptions of the additional funds are provided below. There are no guarantees that a fund will achieve its objective. **You should read each fund's prospectus carefully before investing.**

Guggenheim VT Alternative Strategies Asset Allocation Fund

The Guggenheim VT Alternative Strategies Allocation Fund seeks to deliver a return that has a low correlation to the returns of traditional stock and bond asset classes as well as provide capital appreciation. The fund, a "fund of funds," seeks to achieve its investment objective by investing principally in a diversified portfolio of affiliated and unaffiliated funds, including exchange-traded funds, and, to a limited extent, futures that represent alternative and non-traditional asset classes and/or strategies in an attempt to deliver performance with low correlation (in other words, little or no similarity) to traditional stock and bond asset classes and long-term positive returns. In managing the fund, the advisor will apply a proprietary asset allocation methodology that principally allocates assets among underlying funds that emphasize directly, or in combination with other investments, alternative or non-traditional asset classes or investment strategies (absolute return strategies, commodities, currency arbitrage, global macro, managed futures and real estate) according to the degree of risk associated with each underlying fund given the market conditions in existence at the time of allocation.

Guggenheim VT Multi-Hedge Strategies Fund

The Guggenheim VT Multi-Hedge Strategies Fund seeks long-term capital appreciation with less risk than traditional equity funds. The fund pursues multiple investment styles that correspond to investment strategies widely employed by hedge funds (e.g., long/short equity, equity market neutral, fixed income strategies, global macro and merger arbitrage). The allocation to these strategies is based on a proprietary evaluation of their risk and return characteristics.

Withdrawals

Your financial professional or a third party may have offered you asset allocation or investment advisory services for your contract. Fees you pay for such investment advisory services are in addition to any contract charges. While we no longer allow new arrangements for payment for such services from your Account Value, you may have such an arrangement already in place. If so, you should be aware that these payments are withdrawals from your Account Value and could be subject to a withdrawal charge. We will withdraw the requested payment according to the third party's instructions (including instructions about which Investment Options to withdraw the fee from) and send you a confirmation of the transaction. We will not verify the accuracy of the amount requested. If you purchased a GLIA Rider or a Guaranteed Minimum Withdrawal Benefit (GMWB), these payments could also cause a Nonguaranteed Withdrawal or make you ineligible to receive a Bonus. We, therefore, do not recommend using this annuity contract to pay for such services.

Guaranteed Lifetime Income Advantage Rider (Available from February 25, 2008 to April 30, 2012)

If your contract was issued with a Guaranteed Lifetime Income Advantage Rider GLIA between February 25, 2008 and April 30, 2012, the Rider is the same as currently offered (see Part 6) except the following additional GLIA Investment Strategy is available:

Touchstone VST Moderate ETF Portfolio 90%	Guggenheim VT Alternative Strategies Allocation Fund 10%
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Guaranteed Lifetime Income Advantage Rider (Available from February 25, 2008 to February 28, 2010)

If your contract was issued with a GLIA Rider between February 25, 2008 and February 28, 2010, the Rider is the same as currently offered (see Part 6) except that the Withdrawal Percentages and Bonus Percentages are as follows:

Age of (younger) Annuitant at Time of First Withdrawal	Withdrawal Percentage
60-64	4.50%
65-69	5.00%
70-74	5.50%
75-79	6.00%
80 and above	7.00%

Age of (younger) Annuitant at Time of Bonus Calculation	Bonus Percentage
69 or below	5.00%
70-74	5.50%
75-79	6.00%
80 and above	7.00%

Guaranteed Lifetime Income Advantage Rider (Available from February 25, 2008 to February 28, 2009)

If your contract was issued with a GLIA Rider between February 25, 2008 and February 28, 2009, the Rider is the same as currently offered (see Part 6) except the current charges for the GLIA Rider are lower.

Separate Account Annual Expenses as a percentage of value charged

	Maximum Charge	Current Charge
Mortality and Expense Risk Charge (assessed on value in Variable Account Options)	1.15%	1.15%
Optional Highest Anniversary Death Benefit Charge (assessed on value in Variable Account Options) ¹⁴	0.20%	0.20%
Optional Guaranteed Lifetime Income Advantage-Individual Rider Charge (assessed on the Payment Base) ¹⁴	1.20%	0.60%
Optional Guaranteed Lifetime Income Advantage-Spousal Rider Charge (assessed on Payment Base) ¹⁴	1.60%	0.80%
Highest Possible Total Separate Account Annual Expenses ¹⁵	2.95%	2.15%

Guaranteed Minimum Withdrawal Benefit (Available from May 21, 2007 to February 24, 2008)

If your contract was issued from May 21, 2007 to February 24, 2008, you may have elected the Guaranteed Minimum Withdrawal Benefit.

The GMWB, which we referred to as the "Guaranteed Lifetime Income Advantage" in our marketing material, was an optional benefit Rider, which you might have purchased for an additional fee. The GMWB Rider guarantees that you can withdraw a certain amount each Contract Year as long as the Rider is in effect and you limit your withdrawals to the amount available under the Rider. If you withdraw more than the amount available under the Rider, your guaranteed values will usually decrease. Once you purchase this Rider, you cannot voluntarily terminate or cancel it for 10 years.

Definitions

In addition to the definitions located in the Glossary at the beginning of this prospectus, we use the following terms to describe how the GMWB Rider works:

Annual Processing Date is the close of business on the day before a Contract Anniversary. If the Annual Processing Date is not a Business Day, we will use the values from the next Business Day for all calculations occurring on the Annual Processing Date. If a Withdrawal is taken on an Annual Processing Date, we will process the Withdrawal first. Then we will deduct the Annual Administrative Charge, if applicable, and the Rider fee. See Part 4. After deduction of the fees, we will apply a Bonus, if any, and then determine whether to Step-Up the Guaranteed Withdrawal Balance.

Bonus is an increase in the Guaranteed Withdrawal Balance on an Annual Processing Date during the Bonus period if you have taken no withdrawals during that Contract Year.

GMWB Investment Option Portfolios are the Portfolios available within the GMWB Investment Options.

Guaranteed Annual Withdrawal Amount (GAWA) is the amount we guarantee to be available for Withdrawal each Contract Year until the Guaranteed Withdrawal Balance is depleted. The initial GAWA is set at 5% of the initial Guaranteed Withdrawal Balance.

¹⁴ See Part 6.

¹⁵ The highest possible total separate account annual expenses reflect the election of the Highest Anniversary Death Benefit and the Spousal GLIA.

Guaranteed Payment Phase begins when the Account Value of your contract is zero but either the Guaranteed Withdrawal Balance or the Lifetime Payout Amount is more than zero.

Guaranteed Withdrawal Balance (GWB) is the total amount we guarantee to be available for withdrawals while the Rider is in effect. The initial GWB is equal to your initial contribution. The maximum GWB permitted at any time is \$5 million.

Lifetime Payout Amount (LPA) is the amount we guarantee to be available for withdrawal each Contract Year during the life of the primary Annuitant, once that amount is determined. We determine the initial LPA on the Annual Processing Date prior to the Contract Anniversary on or after which the primary Annuitant reaches age 65. Once the primary Annuitant turns 65 anytime during the Contract Year, you must still wait until the next Annual Processing Date for the LPA to be calculated. If the primary Annuitant is already age 65 when you purchase the Rider, the LPA is determined on the Contract Date. The initial LPA is set at 5% of the GWB.

Reset is a reduction in the GWB, which may occur any time you withdraw more than your GAWA during a Contract Year.

Step-Up is an increase in the GWB to equal the Account Value if the Account Value is greater than the GWB on an Annual Processing Date.

Withdrawal, for purposes of the GMWB, means the amount withdrawn plus income taxes that we withhold from the amount withdrawn, but does not include any applicable withdrawal charge. A withdrawal charge may still be deducted from your Account Value. See "Withdrawal Charge" in Part 4 and the "Other Important Facts About Withdrawals" section below.

Overview of the GMWB Rider

If you elected the GMWB Rider, we will separately track two values: the Account Value under your contract and the GWB under your GMWB Rider. Market performance, contributions and Withdrawals affect both values, but in different ways.

Market Performance

Your Account Value increases or decreases daily due to the performance of the GMWB Investment Option Portfolios you choose. In contrast, the GWB is affected by market performance only when we apply a Step-Up or Reset.

- If the value of your GMWB Investment Option Portfolios *increases* due to market performance, your GWB may increase when we apply a Step-Up.
- If the value of your GMWB Investment Option Portfolios *decreases* due to market performance, your GWB may decrease if we apply a Reset.

Contributions and Withdrawals

Your contributions increase both your Account Value and your GWB dollar-for-dollar. Withdrawals decrease your Account Value dollar-for-dollar. *However*, the effect of Withdrawals on your GWB can be significantly greater than dollar-for-dollar depending on the amounts you withdraw in each Contract Year. See the section below titled "Effect of Withdrawals and Reset."

GMWB Fee

We charge a fee for the GMWB Rider of 0.60% on each Annual Processing Date while the GMWB is in effect. The 0.60% fee is multiplied by the Adjusted GWB. The Adjusted GWB is the GWB at the end of the prior Annual Processing Date, plus any additional contributions you made during the current Contract Year. We will deduct the fee from your GMWB Investment Option Portfolios in the same proportion that the value of each of the Portfolios bears to the Account Value (pro-rata). If the GMWB Rider terminates on any day other than an Annual Processing Date, we will charge a proportional share of the fee for the part of the Contract Year the Rider was in effect. We do not deduct the fee during the Guaranteed Payment Phase. This fee decreases your Account Value dollar-for-dollar, but does not decrease your GWB.

We reserve the right to increase the annual GMWB Rider fee up to 1.20%. If we do increase the fee, we will give you prior written notice of the increase and an opportunity to reject the increase. If you reject the increase by giving us written notice, your fee will remain at the then-current rate, but you will not receive any Step-Ups that would otherwise take place after the effective date of the Rider fee increase. Your decision to reject an increase is permanent and once an increase is rejected, you will not receive additional Step-Ups. If you do not reject the increase in writing, the annual fee for your GMWB Rider will increase and you will continue to receive Step-Ups under the terms of the Rider. We may implement more than one Rider fee increase, up to the maximum annual fee of 1.20%. Once you have rejected a fee increase, you will no longer be eligible to receive notice of or accept additional fee increases.

Separate Account Annual Expenses as a percentage of value charged

	Maximum Charge	Current Charge
Mortality and Expense Risk Charge (assessed on value in Variable Account Options)	1.15%	1.15%
Optional Highest Anniversary Death Benefit Charge (assessed on value in Variable Account Options) ¹⁶	0.20%	0.20%
Optional Guaranteed Minimum Withdrawal Benefit Charge (Assessed annually based on the Adjusted GWB)	1.20%	0.60%
Highest Possible Total Separate Account Annual Expenses	2.55%	1.95%

Reset and the Effect of Withdrawals on Your GWB and GAWA

Each time you make a Withdrawal, we decrease the GWB. As long as your total Withdrawals in any Contract Year are less than or equal to the GAWA, we will simply decrease the GWB dollar-for-dollar.

However, once your total Withdrawals during a Contract Year are more than the GAWA, we will lower or "Reset" the GWB to equal the Account Value, if your Account Value is less than the GWB. Then, each time you take an additional Withdrawal during that Contract Year, if your Account Value is less than the GWB immediately after each Withdrawal, we will again Reset the GWB to equal the Account Value. **This Reset can have a significant negative effect on your GWB and GAWA, especially in a declining market.**

Each time we Reset the GWB, we also recalculate the GAWA. The new GAWA will be the lesser of:

- the GAWA before the Withdrawal; or
- 5% of the Account Value after the Withdrawal.

If you withdraw more than your GAWA in any Contract Year, you may reduce or eliminate your guaranteed values.

Effect of Withdrawals on Your LPA

After we determine the LPA, if you limit your Withdrawals in each Contract Year to the LPA, you may continue to receive the LPA even if your Account Value reduces to zero as long as the primary Annuitant is alive and the GMWB Rider is in effect. See the section below titled "Guaranteed Payment Phase."

However, once your total Withdrawals during a Contract Year are more than the LPA, we will recalculate the LPA. The new LPA will be the lesser of:

- the LPA before the Withdrawal; or
- 5% of the greater of
 - the Account Value after the Withdrawal; or
 - the new GWB

If you take any Withdrawals before we determine the LPA, the initial amount of the LPA may be less than the GAWA. **If you withdraw more than your LPA in any Contract Year, you may reduce or eliminate your guaranteed values.**

¹⁶ See Part 6

Other Important Facts about Withdrawals:

- The GAWA and LPA are not cumulative. If you withdraw less than the GAWA or LPA in any Contract Year, you cannot carry over or add the remaining GAWA or LPA to Withdrawals made in future years.
- If you withdraw more than your Free Withdrawal Amount (10% in any Contract Year) a withdrawal charge may apply, even if the Withdrawal amount is less than your GAWA or LPA. A Withdrawal charge applies to each contribution for the first 7 years after you make that contribution. See Part 4, section titled "Withdrawal Charge" and Part 5, section titled "Withdrawals." The withdrawal charge is deducted from your Account Value, but not from your GWB.
- Withdrawals will be taken pro-rata from your GMWB Investment Option Portfolios. You cannot make a Withdrawal from specific Portfolios.
- If you take Withdrawals under our required minimum distribution program (see following "Required Minimum Distributions"), we will not Reset the GWB, or recalculate the GAWA and/or the LPA, even where a Withdrawal exceeds the GAWA and/or LPA for a Contract Year.
- The taxable portion of your Withdrawals is taxed as ordinary income. You may be subject to a 10% tax penalty if you are under 59½ at the time of the Withdrawal.

Bonus

We will increase your GWB if you make no Withdrawals in a Contract Year during the GMWB Bonus period. The GMWB Bonus period is the lesser of:

- the first 10 Contract Years; or
- each Contract Year up to and including the Contract Year in which the primary Annuitant reaches age 80.

The Bonus amount is 5% of the sum of all contributions minus 5% of the sum of all Withdrawals. We calculate and apply the Bonus on the Annual Processing Date before any Step-Up that may be applied.

Each time we apply a Bonus to the GWB, we will recalculate the GAWA. The new GAWA will be the *greater* of:

- the GAWA before the Bonus; or
- 5% of the GWB after the Bonus.

Each time we apply a Bonus to the GWB after the LPA has been determined, we will recalculate the LPA. The new LPA will be the *greater* of:

- the LPA before the Bonus; or
- 5% of the GWB after the Bonus.

Step-Up

Your GWB may increase due to favorable market performance. On each Annual Processing Date up to and including the 30th Annual Processing Date as long as the GMWB Rider is in effect, we will compare your Account Value to your GWB. If your Account Value is greater than the GWB, we will increase or "step up" the GWB to equal the Account Value, up to the maximum GWB of \$5 million.

Each time we apply a Step-Up, we will recalculate the GAWA. The new GAWA will be the *greater* of:

- the GAWA before the Step-Up; or
- 5% of the GWB after the Step-Up.

Each time we apply a Step-Up after the LPA has been determined, we will recalculate the LPA. The new LPA will be the *greater* of:

- the LPA before the Step-Up; or
- 5% of the GWB after the Step-Up.

Additional Contributions

Your GWB will increase dollar-for-dollar by the amount of any additional contribution, up to the maximum GWB of \$5 million.

Each time you make an additional contribution, we will recalculate the GAWA. The new GAWA will be the *lesser* of:

- the GAWA before the additional contribution, plus 5% of the additional contribution; or
- 5% of the GWB after the additional contribution.

Each time you make an additional contribution after the LPA has been determined, we will recalculate the LPA. The new LPA will be the *lesser* of:

- the LPA before the additional contribution, plus 5% of the additional contribution; or
- 5% of the GWB after the additional contribution.

Contribution Limits

Additional contributions must be at least \$1,000 and cannot be more than any amount that would cause the total additional contributions in that Contract Year to be greater than \$100,000, or would cause the Account Value to exceed \$5 million.

We reserve the right to refuse to accept additional contributions at any time after the first Contract Anniversary to the extent permitted in the state we issue your contract, and subject to the requirements of tax qualified retirement plans, including IRAs. If we refuse to accept additional contributions, we will do so on a nondiscriminatory basis. You cannot make additional contributions after the Annuitant's 80th birthday or during the Guaranteed Payment Phase.

GMWB Investment Options

If you elect to purchase the GMWB Rider, you must invest 100% of your Account Value at all times in **only one** of the three GMWB Investment Options described below.

GMWB Investment Option 1 – You may invest 100% in the three GMWB Investment Option Portfolios listed below. You may select one or more of the three Portfolios, as long as your allocations add up to 100% and do not exceed the percentage indicated for any particular Portfolio.

Touchstone VST Conservative ETF Portfolio 0 – 100%	Touchstone VST Moderate ETF Portfolio 0 – 100%	Touchstone VST Aggressive ETF Portfolio 0% - 50%
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GMWB Investment Option 2 – You may invest 100% in the four GMWB Investment Option Portfolios listed below. You may select one or more of the four Portfolios, as long as your allocations add up to 100%.

Fidelity VIP Freedom 2010 Portfolio	Fidelity VIP Freedom 2015 Portfolio	Fidelity VIP Freedom 2020 Portfolio	Fidelity VIP Freedom 2025 Portfolio
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GMWB Investment Option 3 – You may invest 100% in the GMWB Investment Option Portfolios listed below. You may select more than one Portfolio in each category and Portfolios in more than one category, but your total allocations must add up to 100% and your allocations in each category must stay within the specified range for that category. You must allocate a minimum of 35% to the Fixed Income Portfolios.

Fixed Income Portfolios Category	Cash Equivalents Category
35% - 100%	0 – 10%
Fidelity VIP Investment Grade Bond, Service Class 2	Touchstone VST Money Market
Touchstone VST Core Bond	

Core Equity Portfolios Category	Other Portfolios Category
0 – 65%	0 – 10%
Fidelity VIP Asset Manager, Service Class 2	DWS Small Cap Index VIP, Class B
Fidelity VIP Balanced, Service Class 2	Fidelity VIP Disciplined Small Cap, Service Class 2

Fidelity VIP Contrafund, Service Class 2	Fidelity VIP Growth, Service Class 2
Fidelity VIP Equity-Income, Service Class 2	Fidelity VIP High Income, Service Class 2
Fidelity VIP Index 500, Service Class 2	Fidelity VIP Mid Cap, Service Class 2
FTVIPT Franklin Growth and Income Securities, Class 2	Fidelity VIP Overseas, Service Class 2
FTVIPT Franklin Large Cap Growth Securities, Class 2	FTVIPT Franklin Income Securities, Class 2
FTVIPT Mutual Shares Securities, Class 2	FTVIPT Franklin Small Cap Value Securities, Class 2
FTVIPT Templeton Growth Securities, Class 2	Invesco Van Kampen V.I. American Franchise, Series II
FTVIPT Templeton Foreign Securities, Class 2	Morgan Stanley UIF Emerging Markets Equity, Class II
Invesco Van Kampen V.I. Comstock, Series II	Morgan Stanley UIF U.S. Real Estate, Class II
Morgan Stanley UIF Emerging Markets Debt, Class II	Touchstone VST Baron Small Cap Growth
Touchstone VST Large Cap Core Equity	Touchstone VST Enhanced ETF
	Touchstone VST Mid Cap Growth
	Touchstone VST Third Avenue Value
	Touchstone VST High Yield

For more information regarding these Portfolios, including information relating to their investment objectives and policies, and the risks of investing, see Part 3 of this prospectus, as well as the prospectuses for the applicable Portfolios. You can obtain a copy of the Portfolio prospectuses by contacting the Administrative Office. You should read the Portfolio prospectuses carefully before investing.

Subject to required approvals by federal and state authorities, we reserve the right to add, close, eliminate or substitute GMWB Investment Options or Portfolios at any time.

Transfer and Allocation Restrictions

The following special limitations apply to your allocations and transfers among the GMWB Investment Options and the GMWB Investment Option Portfolios.

- Only one investment allocation may be in place at any time. This allocation applies to all current and future contributions and automatic rebalancing.
- No transfers are allowed.
- To change your investment allocation, you can change your allocation among the GMWB Investment Option Portfolios, or you can move 100% of your investment from one GMWB Investment Option to another GMWB Investment Option.
- Your first allocation change is allowed 90 days after the Contract Date, and no more than once every 90 days after that. Each allocation change starts a 90-day waiting period before you can make another.
- We will automatically rebalance your GMWB Investment Option Portfolios each contract quarter. The reallocation resulting from automatic rebalancing does not count against your allocation change allowed once every 90 days.

Required Minimum Distributions

If you have elected the GMWB Rider, we offer a special program to provide you the minimum distributions from your tax-qualified contracts (such as an IRA) as required by the Tax Code (RMD Program). If you enroll in the RMD Program, follow its rules and only make Withdrawals through the program, those Withdrawals will reduce the Account Value and the GWB on a dollar-for-dollar basis, regardless of the size of the Withdrawal. In other words, we will not Reset your GWB.

The required minimum distribution amount (RMDA) is calculated based on the prior calendar year-end fair market value of this contract only. We do not take into account your other assets or distributions in making this calculation. The RMDA is calculated and automatically distributed in monthly withdrawals each calendar year. During the calendar year in which you enroll in the RMD Program, the entire RMDA for that calendar year will be paid in equal monthly payments.

The first yearly RMDA is taken in the calendar year you attain age 70½. If you are 70½ or older in the calendar year that includes the Contract Date (the year of issue), you may enroll in the RMD Program the following calendar year, provided that you have taken your minimum distribution required by the Tax Code for the calendar year that includes the Contract Date.

To enroll in the RMD Program, you must not have taken any Withdrawals during the current Contract Year. To remain in the RMD program, you may not make any Withdrawals from the contract other than through the RMD Program. If you opt out of the RMD Program or make a Withdrawal other than through the RMD Program, you will be removed from the RMD Program and cannot be reinstated. Thereafter, any Withdrawals will be treated as ordinary Withdrawals, subject to the terms of this Rider. So even if you take Withdrawals for the purpose of meeting your RMD, if you are not enrolled in our RMD Program, you will not be protected against Reset. See "Effect of Withdrawals and Reset," above.

The RMD Program is not available during the Guaranteed Payment Phase. We reserve the right to make any changes we deem necessary to comply with the Tax Code and related regulations. **You should discuss these matters with your tax advisor prior to electing the GMWB Rider.**

Guaranteed Payment Phase

The Guaranteed Payment Phase begins on the date the Account Value decreases to zero, but either the GWB or LPA is more than zero. During this phase, you will receive automatic payments.

Once the Guaranteed Payment Phase begins, all other rights, benefits, values and charges under the contract, the GMWB Rider and any other Riders, will terminate, except those described in this section and in the "Alternate Death Benefit" section below. We will send you a written notice when the contract enters the Guaranteed Payment Phase.

During the Guaranteed Payment Phase, we will make annual payments on each Contract Anniversary. The amount of the annual payment will be equal to the LPA on the date of the first annual payment, except that we will pay the GAWA as of the date of the first annual payment instead of the LPA if:

- the LPA is zero;
- the LPA has not yet been determined; or
- the GAWA is more than the LPA and you request the GAWA in writing.

If the LPA is paid, the payments will continue until the death of the primary Annuitant. If the GAWA is paid, payments will reduce the GWB dollar-for-dollar and the payments will continue until the GWB decreases to zero. However, in either case, the Guaranteed Payment Phase will end and payments will cease if the Rider terminates. See "Termination of Rider" section below.

Alternate Death Benefit

If the primary Annuitant dies while this Rider is in effect, the Annuitant's beneficiary may choose either:

- the Alternate Death Benefit under the GMWB Rider, which is the remaining GWB as determined on the Business Day we receive due proof of death and the beneficiary's election in Good Order; or
- the Death Benefit otherwise payable under the contract.

If the Annuitant's beneficiary chooses the Alternate Death Benefit, that amount will be paid out annually over a Payment Certain Period. The Payment Certain Period will be a number of years that is equal to the *lesser* of:

- the GWB divided by the GAWA as of the Death Benefit Date; or
- the life expectancy (in whole years) of the Annuitant's beneficiary.

The amount of the annual payment will be the GWB divided by the Payment Certain Period. If the annual payment is less than \$1,000 we will pay the GWB as a lump sum. If the primary Annuitant's death occurs during the Guaranteed Payment Phase, we will automatically pay this benefit to the Annuitant's beneficiary.

If the Annuitant's beneficiary dies before all payments have been made, the remaining payments will be paid to the person designated by the Annuitant's beneficiary to receive payments, if any, and otherwise to the estate of the Annuitant's beneficiary.

If the Annuitant's beneficiary chooses the Alternate Death Benefit, all other rights, benefits, values and charges under the contract, this Rider, and all other Riders, will terminate.

Termination of Rider

Owner's Death

This Rider will terminate on the date you, as owner, die unless:

- you are also the primary Annuitant; or
- your sole owner's beneficiary is your spouse and he or she elects standard spousal continuation under the Tax Code instead of taking a distribution of the Surrender Value.

If you have a joint owner, the first of you or the joint owner to die triggers this termination.

Annuitant's Death

This Rider will terminate on the date the primary Annuitant dies unless the Alternate Death Benefit is elected.

Other triggers for automatic termination of the Rider are any one of the following:

- the Account Value, the GWB and the LPA all equal zero;
- the Guaranteed Payment Phase ends;
- you transfer ownership of the contract;
- you assign the contract;
- a Death Benefit is calculated under the contract;
- the last Alternate Death Benefit payment is made under this Rider;
- you elect an Annuity Benefit under the contract;
- you request termination of this Rider after the 10th Contract Anniversary; or
- the contract terminates.

On the first Contract Anniversary in the Guaranteed Payment Phase, or under the Alternate Death Benefit, if the amount of the annual payment would be less than \$1,000 we will pay the GWB in a lump sum and this Rider will terminate.

Once terminated, this Rider may not be reinstated.

Additional Restrictions

The following additional restrictions apply to your contract if you elect the GMWB Rider:

- You cannot cancel the GMWB Rider for 10 Contract Years.
- Dollar Cost Averaging is not available.
- Systematic contributions are not available.
- Contingent Annuitants are allowed on contracts with the GMWB; however, while the Rider is in effect, the primary Annuitant will be the only measuring life with respect to the Rider and the contract. If you name a contingent Annuitant, it will have no effect on the benefits available under the GMWB Rider or the contract, as long as this Rider is in effect.

The addition of the GMWB Rider to your contract may not always be in your interest. You should consult with your tax and financial advisors and carefully consider your alternatives before deciding if the GMWB Rider is suitable for your needs. Keep in mind the following:

- An additional fee is imposed annually for this benefit.
- Your Investment Options are limited to the GMWB Investment Option Portfolios.
- The GMWB Investment Option Portfolios are available, in addition to other Portfolios, without the Rider and the associated guarantees and fees.
- Withdrawals in excess of the limits described above may reduce or eliminate your guaranteed values.
- The GMWB Rider terminates and provides no guaranteed withdrawal benefits once you begin receiving Annuity Benefits as described in Part 5, Terms of Your Variable Annuity, in the section titled "Annuity Benefits."

Guaranteed Return Plus Rider (Available from June 26, 2006 to November 24, 2008)

If your contract was issued from July 31, 2006 to November 24, 2008, you may have elected the Guaranteed Return Plus Rider. The Guaranteed Return Plus, which is a guaranteed minimum accumulation benefit, was an optional benefit Rider that you might have purchased for an additional fee. The Guaranteed Return Plus Rider guarantees the future value of amounts contributed to a Guaranteed Return Plus Investment Option for a specified period.

Overview of the Benefit and Investment Options

We offered a ten-year accumulation period in three Investment Options, designated as “Guaranteed Return Plus Investment Options.” You could have selected only one of the three Guaranteed Return Plus Investment Options. Your guaranteed minimum value for each contribution to a Guaranteed Return Plus Investment Option is shown in the table below:

Guaranteed Return Plus Investment Option	Guaranteed Minimum Value at the End of Ten Years
Touchstone VST Conservative ETF Fund	125%
Touchstone VST Moderate ETF Fund	115%
Touchstone VST Aggressive ETF Fund	100%

We guarantee that the minimum value of each contribution to your Guaranteed Return Plus Investment Option, at the end of its ten-year period, will be at least the percentage of the contribution amount indicated in the table above, adjusted for partial withdrawals and charges.

At the end of the ten-year period:

- If the accumulated value of a contribution to your Guaranteed Return Plus Investment Option is greater than the guaranteed minimum value due to market performance, your Account Value will remain at the accumulated value.
- If the accumulated value of a contribution to your Guaranteed Return Plus Investment Option is less than the guaranteed minimum value due to market performance, we will increase the accumulated value of that contribution to equal the guaranteed minimum value.

Guaranteed Return Plus Investment Options are not included in the Customized Asset Rebalancing Program

Rider Charge

We will assess the cost of the Guaranteed Return Plus Rider by deducting an additional daily charge equal to an annual effective rate of 0.60% from the amount invested in your Guaranteed Return Plus Investment Option. Therefore, the total daily charge deducted from your Guaranteed Return Plus Investment Option (including the mortality and expense risk charge) will be an annual effective rate of 1.75% on *AnnuChoice II* contract and 1.60% on *AnnuChoice I* contracts.

Contribution Limits

You may make additional contributions of at least \$1,000, which may only be invested in the same Guaranteed Return Plus Investment Option you originally selected. You may not make additional contributions if the ten-year period would end on or after the Maximum Retirement Date. We may revise the minimum contribution amounts and limit the maximum total contribution you may make to your Guaranteed Return Plus Investment Option. You may not transfer money into a Guaranteed Return Plus Investment Option from any other Investment, including the STO.

Withdrawals and Transfers

In years 1-7 of the ten-year period for each contribution, you may:

- withdraw some or all of your contribution to the Guaranteed Return Plus Investment Option: or

- surrender your contract entirely.

In either case, a withdrawal charge will apply. See Part 4.

In years 8-10 of the ten-year period for each contribution, you may:

- withdraw some or all of your contribution to a Guaranteed Return Plus Investment Option,
- surrender your contract entirely; or
- transfer funds from the Guaranteed Return Plus Investment Options to other available Investment Options.

Partial withdrawals at any time before the end of the ten-year period will reduce the guaranteed minimum value of your Guaranteed Return Plus Investment Option on a proportional basis. For example:

- You contribute \$100,000 to the Touchstone VST Moderate ETF Fund, which has a guaranteed minimum value of \$115,000 at the end of the ten-year period.
- In year 8, the accumulated value of the contribution is \$90,000 and you request a \$10,000 withdrawal.
- The withdrawal reduces the accumulated value by 11.11% ($\$10,000/\$90,000$)
- Therefore the guaranteed minimum value of \$115,000 is also reduced by 11.11%, which is \$12,777.

Because the guaranteed minimum value in this example is greater than the accumulated value, the guaranteed minimum value is decreased by a larger dollar amount than the partial withdrawal amount. If the guaranteed minimum value was less than the accumulated value at the time of the withdrawal, the guaranteed minimum value would be decreased by a smaller dollar amount than the partial withdrawal amount.

If you withdraw (or transfer in years 8-10) all of a contribution to your Guaranteed Return Plus Investment Option before the end of a ten-year period for that contribution (or surrender your contract entirely), the value of that contribution will be its current accumulated value with no guaranteed minimum value, reduced by prior partial withdrawals, withdrawal charges and costs. In addition, if the Annuitant dies and a Death Benefit is calculated, the value of a contribution to a Guaranteed Return Plus Investment Option will be its current accumulated value with no guaranteed minimum value.

At the end of a 10-year period for each contribution, you may transfer that amount to any Investment Option then available. We will notify you at least 45 days before the end of the ten-year period for each contribution to your Guaranteed Return Plus Investment Option. If we do not receive your instructions prior to the end of the ten-year period, the amount will be transferred to the Touchstone VST ETF Fund that corresponds to your Guaranteed Return Plus Investment Option, without the Guaranteed Return Plus benefit or the fee.

Partial Withdrawals from your Account Value taken pro-rata among your Investment Options will include your Guaranteed Return Plus Investment Options and will reduce the guaranteed minimum value associated with your contribution to the Guaranteed Return Plus Investment Option on a proportional basis.

Withdrawals from your Guaranteed Return Plus Investment Option will be taken first from the earliest contribution you made to your Guaranteed Return Plus Investment Option, then from the next oldest contribution and so on (first-in-first-out); any gain comes out only after an amount equal to your contributions is withdrawn. We reserve the right to require a minimum balance in the Guaranteed Return Plus Investment Option.

The Guaranteed Return Plus Rider will terminate on the earliest of the following:

- the owner's beneficiary succeeds as the owner of the contract, unless the owner's beneficiary is the owner's spouse and elects standard spousal continuation under the Tax Code in lieu of taking a distribution of the Surrender Value;
- a Death Benefit is calculated under the contract;
- you transfer ownership of the contract;
- you elect an Annuity Benefit under the contract;
- the contract terminates.

Highest Anniversary Death Benefit Rider (Available before May 1, 2007)

If your contract was issued prior to May 1, 2007, you may have elected the Highest Anniversary Death Benefit Rider.

The Highest Anniversary Death Benefit Rider (HADB) was available if the Annuitant was up to and including age 75 on the Contract Date. This Rider provides an enhancement of the standard Death Benefit under the contract as follows:

For contracts where the Annuitant's age on the Contract Date is up to and including age 75, the Death Benefit will be the greater of:

- Your highest Account Value on any Contract Anniversary up to and including Annuitant's age 80, plus any contributions received after that Contract Anniversary, minus proportional adjustments for any withdrawals (and associated charges) after that Contract Anniversary; or
- the standard Death Benefit described in Part 5.

Optional Benefits

The Guaranteed Lifetime Income Advantage was not available.

AnnuiChoice I (Contracts issued from May 1, 2004 to July 30, 2006)

Separate Account Annual Expenses as a percentage of value charged

Mortality and Expense Risk Charge (assessed on value in Variable Account Options)	1.00%
Optional Highest Anniversary Death Benefit Charge (assessed on value in Variable Account Options) ¹⁷	0.20%
Optional Enhanced Earnings Benefit Charge (maximum charge) ^{17, 18}	0.50%
Optional Guaranteed Return Plus Charge (assessed daily on the amount allocated to your Guaranteed Return Plus Investment Options) ¹⁹	0.60%
Highest Possible Total Separate Account Annual Expenses ²⁰	1.80%

Renewals of GROs

We will notify you in writing before the end of your GRO Guarantee Period. You must tell us before the end of your Guarantee Period if you want to transfer your GRO Value to one or more Variable Account Options or other GROs. We will make your transfer to the new Investment Options, including any new Guarantee Period you elect, when we receive your election in Good Order at our Processing Office, even if the previous Guarantee Period has not ended.

If we do not receive instructions in Good Order at our Processing Office before the end of the Guarantee Period, when the Guarantee Period ends we will set up a new GRO for the same Guarantee Period as your old one, if available, at the then-current Guaranteed Interest Rate. If the same Guarantee Period is not available, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next shorter duration. If no shorter duration is available, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next longer duration. For example, if your maturing GRO was a

¹⁷ See Part 6.

¹⁸ Assessed quarterly to the Account Value and is based on the Annuitant's age on the Contract Date:

Age	Charge at annual effective rate	Total Charge to Variable Account Options if EEB (and no other optional benefit) is elected
59 or less	0.20%	1.20%
60-69	0.40%	1.40%
70-79	0.50%	1.50%

¹⁹ The Guaranteed Return Plus was available on AnnuiChoice I from June 26 to July 31, 2006.

²⁰ You could elect only one of these optional benefits: EEB or GMAB. Therefore the highest possible total separate account annual expenses reflect the election of the GMAB.

three-year GRO and when it matures, only the five-year, seven-year or ten-year GROs are available, your new GRO will be for five years.

Optional Benefits

The Guaranteed Lifetime Income Advantage was not available.

AnnuiChoice I (Contracts issued before May 1, 2004)

The following fees and expenses differ from those shown in Part 1 of this prospectus:

Separate Account Annual Expenses as a percentage of value charged

Mortality and Expense Risk Charge (assessed on value in Variable Account Options)	1.00%
Optional Death Benefit Charge, Option C	0.35%
Optional Enhanced Earnings Benefit Charge (maximum charge)	0.50%
Optional AVO Charge (maximum charge 5%)	0.75%
Highest Possible Total Separate Account Annual Expenses	2.60%

Investment Options

The following information about renewals of your GROs differs from the information shown in Part 3 of this prospectus.

Renewals of GROs

We will notify you in writing before the end of your GRO Guarantee Period. You must tell us before the end of your Guarantee Period if you want to transfer your GRO Value to one or more Variable Account Options or other GROs. We will make your transfer to the new Investment Options, including any new Guarantee Period you elect, when we receive your election in Good Order at our Processing Office, even if the previous Guarantee Period has not ended.

If we do not receive instructions in Good Order at our Processing Office before the end of the Guarantee Period, when the Guarantee Period ends we will set up a new GRO for the same Guarantee Period as your old one, if available, at the then-current Guaranteed Interest Rate. If the same Guarantee Period is not available, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next shorter duration. If no shorter duration is available, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next longer duration. For example, if your maturing GRO was a three-year GRO and when it matures, only the five-year, seven-year or ten-year GROs are available, your new GRO will be for five years.

Optional Benefits

The Guaranteed Lifetime Income Advantage was not available.

Added Value Option

The Added Value Option (AVO) was an optional benefit Rider available for an additional cost, which is shown in the table below. If you selected the AVO (you would have selected the AVO at the time of application) Integrity credited from 1% up to 5% of all your contributions made during the first Contract Year. For example, if \$50,000 was contributed and the 3% AVO was selected, Integrity would have credited \$1,500 to your Account Value.

AVO percentage elected	Charge at annual effective rate	Total Separate Account Charges with AVO
1%	0.15%	1.15%
2%	0.30%	1.30%
3%	0.45%	1.45%
4%	0.60%	1.60%
5%	0.75%	1.75%

The dollar amount of the charge for the AVO is subject to a minimum and maximum quarterly amount. For a 1% credit the minimum amount is 0.145% multiplied by first-year total contributions and the maximum amount is 0.182% multiplied by first-year total contributions, both then divided by four. To calculate the minimum and maximum dollar amounts, multiply the first-year total contributions, by the percentages in the following chart, for the AVO you select and divided by four. First-Year Total Contributions are all deposits made into the annuity, whether by your contribution or by us, during the first Contract Year.

AVO percentage elected	Minimum Percentage	Maximum Percentage
1%	0.145%	.182%
2%	0.290%	.364%
3%	0.435%	.546%
4%	0.580%	.728%
5%	0.725%	.910%

This fee is assessed quarterly to the Account Value for seven Contract Years. Therefore, the fee will be assessed against any contributions you make after the first Contract Anniversary, which do not receive any AVO credit. Over time, the benefit of the AVO may be more than offset by the fees associated with the option.

Integrity uses this charge as well as a portion of the withdrawal charge and mortality and expense risk charge to recover the cost of providing the AVO. Integrity intends to make a profit from these fees and charges. Under certain circumstances, such as periods of poor market performance, the cost associated with the AVO may exceed the sum of the AVO and any related earnings. Generally, if the average annual investment performance exceeds the percentages listed below, you will benefit from having the AVO. Generally, if the average annual investment performance is below the percentages listed below, or you invest substantially in the Fixed Accounts, you will not benefit from the AVO. The approximate average annual investment performance threshold needed to benefit from the AVO is as follows:

AVO percentage elected	Approximate Average Annual Investment Performance Threshold
1%	7.10%
2%	7.45%
3%	7.80%
4%	8.15%
5%	8.50%

Some or all of the AVO will be recaptured by the Company if withdrawals in excess of the Free Withdrawal Amount are taken, or if you surrender the contract. The chart below shows what recapture percentage would be applied. For partial withdrawals, the recapture percentage is applied to a portion of the AVO equal to the amount subject to a withdrawal charge divided by the Account Value at the time of withdrawal. For full surrenders, the recapture percentage is applied to the entire AVO. The amount recaptured is based upon the year the withdrawal is taken. The total amount recaptured will never exceed what was credited. The AVO will not be recaptured for withdrawals to meet RMD for this contract only, withdrawals under the Hardship Waiver, election of an Annuity Benefit under the contract, or payment of a Death Benefit.

Contract Year	Recapture Percentage
1	100%
2	85%
3	65%
4	55%
5	40%
6	25%
7	10%
8	0%

If the Annuitant was age 0-75 on the Contract Date, all five options were available. If the Annuitant was age 76-79 only the 1%-3% options were available. At age 80 and above the AVO was not available.

The following Optional Death Benefits were available.

You may have elected any of the following options when the contract was purchased. These options may not be cancelled once the contract is issued. They may not be added after the contract is issued.

Option A - Highest Anniversary

For contracts where the Annuitant's age on the Contract Date is up to and including age 75, the death benefit will be the greater of:

- your highest account value on any Contract Anniversary up to and including Annuitant's age 80, plus any contributions received after that Contract Anniversary, minus proportional adjustments for any withdrawals (and associated charges) after that Contract Anniversary; or
- the standard contract Death Benefit.

Option B - Roll Up (available prior to November 17, 2003)

For contracts where the Annuitant's age on the Contract Date is up to and including age 75, the Death Benefit will be the greater of:

- your total contributions, minus any subsequent withdrawals (and associated charges), accumulated at an annual growth rate of 5% from the date of each contribution. The growth rate of 5% will stop accruing at the earlier of age 81 or when the accumulated amount reaches 200% of the sum of contributions minus any withdrawals (and associated charges); or
- the standard contract Death Benefit.

Option C - Greater of Highest Anniversary or Roll Up (available prior to November 17, 2003)

For contracts where the Annuitant's age on the Contract Date is up to and including age 75, the death benefit will be the greatest of:

- the Death Benefit if Option A had been chosen; or
- the Death Benefit if Option B had been chosen; or
- the standard contract Death Benefit.

The fees for the optional death benefits are assessed quarterly for the life of the contract on the value of the Variable Account Options:

Option	Charge at annual Effective Rate	Total Separate Account Charges with Death Benefit Option and no other Optional Benefits
A	0.20% ²¹	1.20%
B	0.30%	1.30%
C	0.35%	1.35%

Touchstone Choice

For contracts issued under the name "Touchstone Choice," the only Variable Account Options available are:

Fidelity VIP Overseas, Service Class
Touchstone VST Baron Small Cap Growth Fund
Touchstone VST Core Bond Fund
Touchstone VST High Yield Fund
Touchstone VST Large Cap Core Equity Fund
Touchstone VST Mid Cap Growth Fund
Touchstone VST Money Market Fund
Touchstone VST Third Avenue Value Fund
Touchstone VST Moderate ETF Fund

²¹ Prior to 11/17/2003, the cost of Option A was 0.15%

Appendix A

Financial Information for Separate Account I of Integrity (AnnuityChoice II)

For the Variable Account Options we currently offer, the table below shows the following data for AnnuityChoice II contracts with a mortality and expense risk charge of 1.15% issued after approximately July 31, 2006 (date varies by states): Unit Value at inception; the number of Units outstanding at December 31 of each year since inception; and the Unit Value at the beginning and end of each period since inception.

	2011	2010	2009	2008	2007	2006	Inception Value & Date
BlackRock Capital Appreciation V.I. Fund, Class III (1986) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$10.00 \$8.45 5,208	-	-	-	-	-	\$10.00 4-29-11
BlackRock Global Allocation V.I. Fund, Class III (1985) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$10.00 \$8.95 64,340	-	-	-	-	-	\$10.00 4-29-11
Columbia Variable Portfolio - Mid Cap Value Opportunity, Class 1 (1990) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$10.00 \$8.31 939	-	-	-	-	-	\$10.00 4-28-11
Columbia Variable Portfolio - Small Cap Value, Class 2 (1982) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$15.67 \$14.54 5,384	\$12.53 \$15.67 3,201	\$10.00 \$12.53 2,267	-	-	-	\$10.00 5-2-09

	2011	2010	2009	2008	2007	2006	Inception Value & Date
DWS Small Cap Index VIP, Class B (1760)							
Unit value at beginning of period	\$10.65	\$8.54	\$6.84	\$10.54	\$10.90	\$10.00	\$10.00
Unit value at end of period	\$10.05	\$10.65	\$8.54	\$6.84	\$10.54	\$10.90	\$10.90
Units outstanding at end of period	12,618	20,279	9,868	3,237	2,476	327	7-31-06
Fidelity VIP Asset Manager, Service Class 2 (1707)							
Unit value at beginning of period	\$11.99	\$10.65	\$8.36	\$11.90	\$10.46	\$10.00	\$10.00
Unit value at end of period	\$11.52	\$11.99	\$10.65	\$8.36	\$11.90	\$10.46	\$10.46
Units outstanding at end of period	2,589	4,194	5,038	1,925	108	0	7-31-06
Fidelity VIP Balanced, Service Class 2 (1712)							
Unit value at beginning of period	\$11.78	\$10.12	\$7.40	\$11.37	\$10.58	\$10.00	\$10.00
Unit value at end of period	\$11.20	\$11.78	\$10.12	\$7.40	\$11.37	\$10.58	\$10.58
Units outstanding at end of period	30,898	30,712	15,003	6,771	4,616	35	7-31-06
Fidelity VIP Contrafund, Service Class 2 (1709)							
Unit value at beginning of period	\$10.90	\$9.43	\$7.04	\$12.43	\$10.72	\$10.00	\$10.00
Unit value at end of period	\$10.47	\$10.90	\$9.43	\$7.04	\$12.43	\$10.72	\$10.72
Units outstanding at end of period	197,374	188,160	154,381	84,820	46,922	7,750	7-31-06
Fidelity VIP Disciplined Small Cap, Service Class 2 (1786)							
Unit value at beginning of period	\$8.77	\$7.10	\$5.89	\$9.02	\$10.00	-	\$10.00
Unit value at end of period	\$8.54	\$8.77	\$7.10	\$5.89	\$9.02	-	\$10.00
Units outstanding at end of period	4,941	3,350	2,503	450	452	-	4-27-07

	2011	2010	2009	2008	2007	2006	Inception Value & Date
Fidelity VIP Equity-Income, Service Class 2 (1702)							
Unit value at beginning of period	\$9.07	\$7.98	\$6.22	\$11.00	\$10.99	\$10.00	\$10.00
Unit value at end of period	\$9.02	\$9.07	\$7.98	\$6.22	\$11.00	\$10.99	
Units outstanding at end of period	45,298	51,229	48,554	23,802	15,218	57	7-31-06
Fidelity VIP Freedom 2010, Service Class 2 (1787)							
Unit value at beginning of period	\$10.33	\$9.29	\$7.58	\$10.25	\$10.00	-	\$10.00
Unit value at end of period	\$10.17	\$10.33	\$9.29	\$7.58	\$10.25	-	
Units outstanding at end of period	23,128	22,755	16,314	14,959	3,961		4-30-07
Fidelity VIP Freedom 2015, Service Class 2 (1788)							
Unit value at beginning of period	\$10.16	\$9.11	\$7.37	\$10.26	\$10.00	-	\$10.00
Unit value at end of period	\$9.99	\$10.16	\$9.11	\$7.37	\$10.26	-	
Units outstanding at end of period	17,908	17,148	21,502	19,796	8,274		4-30-07
Fidelity VIP Freedom 2020, Service Class 2 (1789)							
Unit value at beginning of period	\$9.80	\$8.67	\$6.82	\$10.27	\$10.00	-	\$10.00
Unit value at end of period	\$9.57	\$9.80	\$8.67	\$6.82	\$10.27	-	
Units outstanding at end of period	69,604	68,757	62,580	33,639	2,413		4-30-07
Fidelity VIP Freedom 2025, Service Class 2 (1790)							
Unit value at beginning of period	\$9.76	\$8.55	\$6.67	\$10.27	\$10.00	-	\$10.00
Unit value at end of period	\$9.42	\$9.76	\$8.55	\$6.67	\$10.27	-	
Units outstanding at end of period	18,046	17,101	17,169	15,538	6,760		4-30-07
Fidelity VIP Freedom 2030, Service Class 2 (1791)							
Unit value at beginning of period	\$9.34	\$8.15	\$6.29	\$10.29	\$10.00	-	\$10.00
Unit value at end of period	\$8.97	\$9.34	\$8.15	\$6.29	\$10.29	-	
Units outstanding at end of period	15,974	25,634	25,673	23,118	0		4-30-07

	2011	2010	2009	2008	2007	2006	Inception Value & Date
Fidelity VIP Growth, Service Class 2 (1703)							
Unit value at beginning of period	\$10.65	\$8.70	\$6.88	\$13.20	\$10.55	\$10.00	\$10.00
Unit value at end of period	\$10.52	\$10.65	\$8.70	\$6.88	\$13.20	\$10.55	
Units outstanding at end of period	21,156	22,614	25,201	7,635	453	368	7-31-06
Fidelity VIP High Income, Service Class 2 (1705)							
Unit value at beginning of period	\$12.55	\$11.17	\$7.87	\$10.64	\$10.50	\$10.00	\$10.00
Unit value at end of period	\$12.86	\$12.55	\$11.17	\$7.87	\$10.64	\$10.50	
Units outstanding at end of period	59,577	61,061	46,144	993	256	0	7-31-06
Fidelity VIP Index 500, Service Class 2 (1779)							
Unit value at beginning of period	\$8.67	\$7.65	\$6.13	\$9.86	\$10.00	-	\$10.00
Unit value at end of period	\$8.73	\$8.67	\$7.65	\$6.13	\$9.86		
Units outstanding at end of period	72,390	71,517	60,419	31,027	16,320		4-27-07
Fidelity VIP Investment Grade Bond, Service Class 2 (1706)							
Unit value at beginning of period	\$12.10	\$11.38	\$9.97	\$10.45	\$10.16	\$10.00	\$10.00
Unit value at end of period	\$12.80	\$12.10	\$11.38	\$9.97	\$10.45	\$10.16	
Units outstanding at end of period	97,594	89,717	75,052	62,651	40,001	0	7-31-06
Fidelity VIP Mid Cap, Service Class 2 (1714)							
Unit value at beginning of period	\$12.54	\$9.86	\$7.14	\$11.96	\$10.49	\$10.00	\$10.00
Unit value at end of period	\$11.05	\$12.54	\$9.86	\$7.14	\$11.96	\$10.49	
Units outstanding at end of period	58,738	54,990	46,204	37,754	27,918	6,850	7-31-06

	2011	2010	2009	2008	2007	2006	Inception Value & Date
Fidelity VIP Overseas, Service Class 2 (1704)							
Unit value at beginning of period	\$9.74	\$8.73	\$7.00	\$12.63	\$10.92	\$10.00	\$10.00
Unit value at end of period	\$7.96	\$9.74	\$8.73	\$7.00	\$12.63	\$10.92	
Units outstanding at end of period	36,992	32,294	40,005	26,858	10,189	2,063	7-31-06
FTVIPT Franklin Growth & Income Securities, Class 2 (1771)							
Unit value at beginning of period	\$9.55	\$8.28	\$6.62	\$10.33	\$10.85	\$10.00	\$10.00
Unit value at end of period	\$9.67	\$9.55	\$8.28	\$6.62	\$10.33	\$10.85	
Units outstanding at end of period	19,259	13,853	12,183	9,581	8,047	2,226	7-31-06
FTVIPT Franklin Income Securities, Class 2 (1770)							
Unit value at beginning of period	\$11.33	\$10.17	\$7.59	\$10.91	\$10.64	\$10.00	\$10.00
Unit value at end of period	\$11.47	\$11.33	\$10.17	\$7.59	\$10.91	\$10.64	
Units outstanding at end of period	87,647	84,166	86,870	71,793	58,946	20,283	7-31-06
FTVIPT Franklin Large Cap Growth Securities, Class 2 (1772)							
Unit value at beginning of period	\$10.40	\$9.43	\$7.35	\$11.36	\$10.82	\$10.00	\$10.00
Unit value at end of period	\$10.12	\$10.40	\$9.43	\$7.35	\$11.36	\$10.82	
Units outstanding at end of period	39,834	33,697	23,207	19,048	3,900	240	7-31-06
FTVIPT Franklin Small Cap Value Securities, Class 2 (1792)							
Unit value at beginning of period	\$9.53	\$7.52	\$5.89	\$8.89	\$10.00	-	\$10.00
Unit value at end of period	\$9.07	\$9.53	\$7.52	\$5.89	\$8.89		
Units outstanding at end of period	15,078	14,687	11,929	9,550	3,538		4-30-07

	2011	2010	2009	2008	2007	2006	Inception Value & Date
FTVIPT Mutual Shares Securities, Class 2 (1774)							
Unit value at beginning of period	\$9.41	\$8.56	\$6.87	\$11.05	\$10.80	\$10.00	\$10.00
Unit value at end of period	\$9.20	\$9.41	\$8.56	\$6.87	\$11.05	\$10.80	\$10.80
Units outstanding at end of period	119,708	110,932	84,503	38,972	29,320	3,768	7-31-06
FTVIPT Templeton Foreign Securities, Class 2 (1773)							
Unit value at beginning of period	\$10.70	\$9.99	\$7.37	\$12.51	\$10.96	\$10.00	\$10.00
Unit value at end of period	\$9.46	\$10.70	\$9.99	\$7.37	\$12.51	\$10.96	\$10.96
Units outstanding at end of period	43,476	36,742	40,249	22,651	13,013	5,085	7-31-06
FTVIPT Templeton Growth Securities, Class 2 (1775)							
Unit value at beginning of period	\$8.74	\$8.24	\$6.36	\$11.15	\$11.02	\$10.00	\$10.00
Unit value at end of period	\$8.04	\$8.74	\$8.24	\$6.36	\$11.15	\$11.02	\$11.02
Units outstanding at end of period	20,208	26,859	26,434	27,844	20,441	1,829	7-31-06
Invesco Van Kampen V.I. American Franchise, Series II (1767)							
Unit value at beginning of period	\$12.10	\$10.24	\$6.25	\$12.43	\$10.78	\$10.00	\$10.00
Unit value at end of period	\$11.20	\$12.10	\$10.24	\$6.25	\$12.43	\$10.78	\$10.78
Units outstanding at end of period	4,894	4,898	5,289	1,441	708	627	7-31-06
Invesco Van Kampen V.I. Comstock, Series II (1764)							
Unit value at beginning of period	\$9.62	\$8.41	\$6.63	\$10.44	\$10.82	\$10.00	\$10.00
Unit value at end of period	\$9.31	\$9.62	\$8.41	\$6.63	\$10.44	\$10.82	\$10.82
Units outstanding at end of period	32,413	27,138	26,402	14,785	5,167	381	7-31-06
Invesco Van Kampen V.I. Mid Cap Value, Series II (1701) (To be renamed Invesco Van Kampen V.I. American Value effective 7/15/2012)							
Unit value at beginning of period	\$10.15	\$8.40	\$6.11	\$10.00	-	-	\$10.00

	2011	2010	2009	2008	2007	2006	Inception Value & Date
Unit value at end of period	\$10.11	\$10.15	\$8.40	\$6.11			5-1-08
Units outstanding at end of period	13,668	15,532	13,822	2,490			
Invesco V.I. International Growth, Series II (1984)							
Unit value at beginning of period	\$10.00	-	-	-	-	-	\$10.00
Unit value at end of period	\$8.43						
Units outstanding at end of period	0						4-29-11
Morgan Stanley UIF Emerging Markets Debt, Class II (1793)							
Unit value at beginning of period	\$11.95	\$11.01	\$8.56	\$10.19	\$10.00	-	\$10.00
Unit value at end of period	\$12.62	\$11.95	\$11.01	\$8.56	\$10.19	-	
Units outstanding at end of period	20,385	19,807	36,694	11,290	4,926		4-27-07
Morgan Stanley UIF Emerging Markets Equity, Class II (1768)							
Unit value at beginning of period	\$14.07	\$11.97	\$7.12	\$16.65	\$11.99	\$10.00	\$10.00
Unit value at end of period	\$11.37	\$14.07	\$11.97	\$7.12	\$16.65	\$11.99	
Units outstanding at end of period	29,963	29,368	18,115	13,404	2,486	455	7-31-06
Morgan Stanley UIF U.S. Real Estate, Class II (1794)							
Unit value at beginning of period	\$7.68	\$6.00	\$4.72	\$7.71	\$10.00	-	\$10.00
Unit value at end of period	\$8.02	\$7.68	\$6.00	\$4.72	\$7.71	-	
Units outstanding at end of period	35,845	33,660	32,514	35,029	7,635		4-27-07
PIMCO VIT All Asset, Advisor Class (1740)							
Unit value at beginning of period	\$11.14	\$9.98	\$8.31	\$10.00	-	-	\$10.00
Unit value at end of period	\$11.23	\$11.14	\$9.98	\$8.31	-	-	
Units outstanding at end of period	21,064	10,026	9,470	8,107			2-25-08
PIMCO VIT CommodityRealReturn Strategy, Advisor Class (1739)							
Unit value at beginning of period	\$8.26	\$6.73	\$4.81	\$10.00	-	-	\$10.00

	2011	2010	2009	2008	2007	2006	Inception Value & Date
Unit value at end of period	\$7.55	\$8.26	\$6.73	\$4.81			2-25-08
Units outstanding at end of period	37,735	33,740	32,643	23,030			
PIMCO VIT Low Duration, Advisor Class (1737)							
Unit value at beginning of period	\$11.27	\$10.84	\$9.68	\$10.00	-	-	\$10.00
Unit value at end of period	\$11.25	\$11.27	\$10.84	\$9.68			
Units outstanding at end of period	93,512	74,404	55,058	1,483			2-25-08
PIMCO VIT Real Return, Advisor Class (1738)							
Unit value at beginning of period	\$11.14	\$10.44	\$8.93	\$10.00	-	-	\$10.00
Unit value at end of period	\$12.29	\$11.14	\$10.44	\$8.93			
Units outstanding at end of period	38,165	20,158	24,627	10,325			2-25-08
PIMCO VIT Total Return, Advisor Class (1736)							
Unit value at beginning of period	\$12.23	\$11.45	\$10.17	\$10.00	-	-	\$10.00
Unit value at end of period	\$12.51	\$12.23	\$11.45	\$10.17			
Units outstanding at end of period	160,681	116,183	104,077	17,003			2-25-08
Guggenheim VT Alternative Strategies Allocation (1980)22							
Unit value at beginning of period	\$9.70	\$9.87	\$9.90	\$10.00	-	-	\$10.00
Unit value at end of period	\$9.29	\$9.70	\$9.87	\$9.90			
Units outstanding at end of period	21,503	10,495	9,335	0			11-24-08
Guggenheim VT Managed Futures Strategy (1981)							
Unit value at beginning of period	\$8.61	\$9.02	\$9.51	\$10.00	-	-	\$10.00
Unit value at end of period	\$7.77	\$8.61	\$9.02	\$9.51			
Units outstanding at end of period	11,237	7,012	5,739	0			11-24-08

²² Available in contracts purchased before May 1, 2012.

	2011	2010	2009	2008	2007	2006	Inception Value & Date
Guggenheim VT Multi-Hedge Strategies (1796) ²³							
Unit value at beginning of period	\$8.45	\$8.05	\$8.42	\$10.00	-	-	\$10.00
Unit value at end of period	\$8.63	\$8.45	\$8.05	\$8.42	-	-	
Units outstanding at end of period	9,585	9,292	8,178	4,313			2-25-08
Guggenheim VT U.S. Long Short Momentum (1795)							
Unit value at beginning of period	\$9.22	\$8.38	\$6.66	\$10.00	-	-	\$10.00
Unit value at end of period	\$8.51	\$9.22	\$8.38	\$6.66	-	-	
Units outstanding at end of period	5,462	3,366	2,624	283			2-25-08
Touchstone VST Baron Small Cap Growth (1735)							
Unit value at beginning of period	\$12.21	\$9.89	\$7.52	\$11.47	\$11.29	\$10.00	\$10.00
Unit value at end of period	\$12.65	\$12.21	\$9.89	\$7.52	\$11.47	\$11.29	
Units outstanding at end of period	17,894	16,840	20,415	14,603	9,814	1,204	7-31-06
Touchstone VST Core Bond (1751)							
Unit value at beginning of period	\$12.23	\$11.50	\$10.12	\$10.59	\$10.16	\$10.00	\$10.00
Unit value at end of period	\$13.11	\$12.23	\$11.50	\$10.12	\$10.59	\$10.16	
Units outstanding at end of period	20,757	22,315	12,161	5,152	5,283	1,982	7-31-06
Touchstone VST High Yield (1748)							
Unit value at beginning of period	\$12.75	\$11.45	\$7.90	\$10.54	\$10.48	\$10.00	\$10.00
Unit value at end of period	\$13.37	\$12.75	\$11.45	7.90	\$10.54	\$10.48	
Units outstanding at end of period	10,620	12,429	9,980	43,506	8,308	0	7-31-06
Touchstone VST Large Cap Core Equity (1750)							
Unit value at beginning of period	\$9.95	\$8.97	\$7.31	\$11.42	\$10.97	\$10.00	\$10.00
Unit value at end of period	\$10.13	\$9.95	\$8.97	\$7.31	\$11.42	\$10.97	
Units outstanding at end of period	29,863	23,298	24,772	20,163	2,176	1,890	7-31-06

²³ Available in contracts purchased before May 1, 2011.

	2011	2010	2009	2008	2007	2006	Inception Value & Date
Touchstone VST Mid Cap Growth (1747)							
Unit value at beginning of period	\$12.05	\$10.03	\$7.30	\$12.24	\$10.82	\$10.00	\$10.00
Unit value at end of period	\$10.57	\$12.05	\$10.03	\$7.30	\$12.24	\$10.82	
Units outstanding at end of period	99,026	104,695	105,817	91,144	70,127	7,861	7-31-06
Touchstone VST Money Market (799)							
Unit value at beginning of period	\$9.86	\$9.96	\$10.00	-	-	-	\$10.00
Unit value at end of period	\$9.75	\$9.86	\$9.96	-	-	-	
Units outstanding at end of period	196,658	198,074	260,187				4-27-09
Touchstone VST Third Avenue Value (1733)							
Unit value at beginning of period	\$9.97	\$8.39	\$6.46	\$10.63	\$10.95	\$10.00	\$10.00
Unit value at end of period	\$8.35	\$9.97	\$8.39	\$6.46	\$10.63	\$10.95	
Units outstanding at end of period	96,775	101,099	106,628	81,407	54,419	3,725	7-31-06
Touchstone VST Aggressive ETF (794)							
Unit value at beginning of period	\$14.15	\$12.64	-	-	-	-	\$10.00
Unit value at end of period	\$13.98	\$14.15	\$12.64	-	-	-	
Units outstanding at end of period	44,812	60,308	48,762				4-27-09
Touchstone VST Conservative ETF (700)							
Unit value at beginning of period	\$12.14	\$11.29	\$10.00	-	-	-	\$10.00
Unit value at end of period	\$12.42	\$12.14	\$11.29	-	-	-	
Units outstanding at end of period	107,939	99,330	61,786				4-27-09
Touchstone VST Enhanced ETF (795)							
Unit value at beginning of period	\$13.92	\$12.63	\$10.00	-	-	-	\$10.00
Unit value at end of period	\$13.21	\$13.92	\$12.63	-	-	-	
Units outstanding at end of period	16,499	8,146	8,111				4-27-09

	2011	2010	2009	2008	2007	2006	Inception Value & Date
Touchstone VST Moderate ETF (1708)							
Unit value at beginning of period	\$10.29	\$9.36	\$8.06	\$10.00	-	-	\$10.00
Unit value at end of period	\$10.36	\$10.29	\$9.36	\$8.06	-	-	
Units outstanding at end of period	212,362	208,385	179,691	5,631			4-25-08
Touchstone VST Aggressive ETF, Guaranteed Return Plus Option (798)							
Unit value at beginning of period	\$14.00	\$12.59	\$10.00	-	-	-	\$10.00
Unit value at end of period	\$13.75	\$14.00	\$12.59	-	-	-	
Units outstanding at end of period	13,031	13,243	13,475				4-27-09
Touchstone VST Conservative ETF, Guaranteed Return Plus Option (796)							
Unit value at beginning of period	\$12.02	\$11.24	\$10.00	-	-	-	\$10.00
Unit value at end of period	\$12.22	\$12.02	\$11.24	-	-	-	
Units outstanding at end of period	21,624	22,046	24,244				4-27-09
Touchstone VST Moderate ETF, Guaranteed Return Plus Option (797)							
Unit value at beginning of period	\$13.09	\$11.97	\$10.00	-	-	-	\$10.00
Unit value at end of period	\$13.10	\$13.09	\$11.97	-	-	-	
Units outstanding at end of period	1,851	1,853	1,855				4-27-09

Financial Information for Separate Account I of Integrity (AnnuiChoice)

For the Variable Account Options we currently offer, the table below shows the following data for AnnuiChoice contracts with a mortality and expense risk charge of 1.00% sold prior to approximately July 31, 2006 (dates vary by state): Unit Value at inception; the number of Units outstanding at December 31 of each year since inception; and the Unit Value at the beginning and end of each period since inception.

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
BlackRock Capital Appreciation V.I. Fund, Class III (1977) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$10.00 \$8.46 0	-	-	-	-	-	-	-	-	-	\$10.00 4-29-11
BlackRock Global Allocation V.I. Fund, Class III (1976) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$10.00 \$8.96 0	-	-	-	-	-	-	-	-	-	\$10.00 4-29-11
Columbia Variable Portfolio - Mid Cap Value Opportunity, Class 1 (1987) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$10.00 \$8.32 2,692	-	-	-	-	-	-	-	-	-	\$10.00 4-28-11
Columbia Variable Portfolio - Small Cap Value, Class 2 (1972) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$15.71 \$14.60 8,088	\$12.55 \$15.71 5,781	\$10.00 \$12.55 4,977	-	-	-	-	-	-	-	\$10.00 5-2-09

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
DWS Small Cap Index VIP, Class B (760)											
Unit value at beginning of period	\$15.20	\$12.17	\$9.74	\$14.98	\$15.46	\$13.33	\$12.94	\$11.13	\$7.70	\$10.00	\$10.00
Unit value at end of period	\$14.36	\$15.20	\$12.17	\$9.74	\$14.98	\$15.46	\$13.33	\$12.94	\$11.13	\$7.70	
Units outstanding at end of period	15,982	25,144	33,164	44,661	51,390	60,975	53,551	58,787	96,831	292	
Fidelity VIP Asset Manager, Service Class 2 (707)											
Unit value at beginning of period	\$12.97	\$11.49	\$9.01	\$12.81	\$11.23	\$10.59	\$10.31	\$9.90	\$8.50	\$9.44	\$10.00
Unit value at end of period	\$12.47	\$12.97	\$11.49	\$9.01	\$12.81	\$11.23	\$10.59	\$10.31	\$9.90	\$8.50	
Units outstanding at end of period	23,726	25,532	27,772	34,481	33,482	41,234	56,315	56,286	61,570	47,187	
Fidelity VIP Balanced, Service Class 2 (712)											
Unit value at beginning of period	\$13.48	\$11.56	\$8.44	\$12.95	\$12.03	\$10.90	\$10.43	\$10.02	\$8.62	\$9.56	\$10.00
Unit value at end of period	\$12.83	\$13.48	\$11.56	\$8.44	\$12.95	\$12.03	\$10.90	\$10.43	\$10.02	\$8.62	
Units outstanding at end of period	50,683	70,136	51,908	53,680	124,000	132,175	136,792	162,562	152,405	158,750	
Fidelity VIP Contrafund, Service Class 2 (709)											
Unit value at beginning of period	\$15.20	\$13.13	\$9.79	\$17.25	\$14.86	\$13.47	\$11.66	\$10.23	\$8.06	\$9.01	\$10.00
Unit value at end of period	\$14.63	\$15.20	\$13.13	\$9.79	\$17.25	\$14.86	\$13.47	\$11.66	\$10.23	\$8.06	
Units outstanding at end of period	219,705	252,896	286,755	476,509	579,263	582,536	505,133	388,674	280,569	182,638	
Fidelity VIP Disciplined Small Cap, Service Class 2 (781)											
Unit value at beginning of period	\$8.82	\$7.13	\$5.90	\$9.03	\$10.00	-	-	-	-	-	\$10.00
Unit value at end of period	\$8.60	\$8.82	\$7.13	\$5.90	\$9.03	-	-	-	-	-	
Units outstanding at end of period	11,443	14,172	19,909	23,367	27,487						4-27-07
Fidelity VIP Equity-Income, Service Class 2 (702)											
Unit value at beginning of period	\$11.25	\$9.89	\$7.69	\$13.59	\$13.55	\$11.41	\$10.92	\$9.92	\$7.70	\$9.39	\$10.00
Unit value at end of period	\$11.21	\$11.25	\$9.89	\$7.69	\$13.59	\$13.55	\$11.41	\$10.92	\$9.92	\$7.70	
Units outstanding at end of period	104,086	110,628	145,302	225,037	287,930	285,466	374,386	391,588	366,381	312,357	

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
Fidelity VIP Freedom 2010, Service Class 2 (782) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$10.39 \$10.24 429	\$9.33 \$10.39 447	\$7.60 \$9.33 463	\$10.26 \$7.60 477	\$10.00 \$10.26 6,551	-	-	-	-	-	\$10.00 4-30-07
Fidelity VIP Freedom 2015, Service Class 2 (783) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$10.22 \$10.06 0	\$9.15 \$10.22 2,723	\$7.39 \$9.15 2,723	\$10.27 \$7.39 2,739	\$10.00 \$10.27 0	-	-	-	-	-	\$10.00 4-30-07
Fidelity VIP Freedom 2020, Service Class 2 (784) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$9.85 \$9.63 3,110	\$8.71 \$9.85 4,602	\$6.84 \$8.71 6,740	\$10.28 \$6.84 23,289	\$10.00 \$10.28 26,998	-	-	-	-	-	\$10.00 4-30-07
Fidelity VIP Freedom 2025, Service Class 2 (785) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$9.82 \$9.49 0	\$8.59 \$9.82 0	\$6.68 \$8.59 1,560	\$10.28 \$6.68 0	\$10.00 \$10.28 0	-	-	-	-	-	\$10.00 4-30-07
Fidelity VIP Freedom 2030, Service Class 2 (786) Unit value at beginning of period Unit value at end of period Units outstanding at end of period	\$9.39 \$9.03 0	\$8.18 \$9.39 0	\$6.30 \$8.18 0	\$10.30 \$6.30 0	\$10.00 \$10.30 0	-	-	-	-	-	\$10.00 4-30-07

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
Fidelity VIP Growth, Service Class 2 (703)											
Unit value at beginning of period	\$8.20	\$6.69	\$5.28	\$10.12	\$8.07	\$7.65	\$7.33	\$7.18	\$5.47	\$7.93	\$10.00
Unit value at end of period	\$8.12	\$8.20	\$6.69	\$5.28	\$10.12	\$8.07	\$7.65	\$7.33	\$7.18	\$5.47	
Units outstanding at end of period	64,576	87,376	95,923	122,286	204,980	185,066	254,877	437,684	311,614	120,360	
Fidelity VIP High Income, Service Class 2 (705)											
Unit value at beginning of period	\$15.02	\$13.35	\$9.40	\$12.68	\$12.49	\$11.37	\$11.22	\$10.36	\$8.26	\$8.07	\$10.00
Unit value at end of period	\$15.43	\$15.02	\$13.35	\$9.40	\$12.68	\$12.49	\$11.37	\$11.22	\$10.36	\$8.26	
Units outstanding at end of period	29,733	35,031	102,121	95,222	55,377	105,453	71,586	280,414	300,335	148,541	
Fidelity VIP Index 500, Service Class 2 (708)											
Unit value at beginning of period	\$9.73	\$8.57	\$6.85	\$11.01	\$10.57	\$9.25	\$8.94	\$8.18	\$6.45	\$8.40	\$10.00
Unit value at end of period	\$9.80	\$9.73	\$8.57	\$6.85	\$11.01	\$10.57	\$9.25	\$8.94	\$8.18	\$6.45	
Units outstanding at end of period	87,745	104,363	132,936	149,751	221,890	130,819	173,756	236,880	283,852	275,297	
Fidelity VIP Investment Grade Bond, Service Class 2 (706)											
Unit value at beginning of period	\$15.47	\$14.53	\$12.71	\$13.30	\$12.90	\$12.52	\$12.41	\$12.03	\$11.58	\$10.62	\$10.00
Unit value at end of period	\$16.39	\$15.47	\$14.53	\$12.71	\$13.30	\$12.90	\$12.52	\$12.41	\$12.03	\$11.58	
Units outstanding at end of period	154,414	212,092	270,188	293,092	426,757	445,568	533,242	573,127	620,375	777,416	
Fidelity VIP Mid Cap, Service Class 2 (714)											
Unit value at beginning of period	\$24.00	\$18.86	\$13.63	\$22.80	\$19.97	\$17.94	\$15.35	\$12.44	\$9.09	\$10.21	\$10.00
Unit value at end of period	\$21.19	\$24.00	\$18.86	\$13.63	\$22.80	\$19.97	\$17.94	\$15.35	\$12.44	\$9.09	
Units outstanding at end of period	77,157	119,991	140,206	141,339	269,975	337,280	327,294	325,209	273,621	259,631	
Fidelity VIP Overseas, Service Class 2 (704)*											
Unit value at beginning of period	\$11.87	\$10.62	\$8.50	\$15.33	\$13.23	\$11.34	\$9.65	\$8.60	\$6.07	\$7.71	\$10.00
Unit value at end of period	\$9.71	\$11.87	\$10.62	\$8.50	\$13.23	\$11.34	\$9.65	\$8.60	\$6.07	\$6.07	
Units outstanding at end of period	42,123	53,726	62,506	102,659	191,381	80,670	54,424	35,330	63,605	11,383	

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
FTVIPT Franklin Growth & Income Securities, Class 2 (771)											
Unit value at beginning of period	\$13.54	\$11.72	\$9.36	\$14.57	\$15.29	\$13.22	\$12.90	\$11.78	\$10.00	-	\$10.00
Unit value at end of period	\$13.73	\$13.54	\$11.72	\$9.36	\$14.57	\$15.29	\$13.22	\$12.90	\$11.78		
Units outstanding at end of period	101,876	109,345	129,234	190,638	341,238	107,028	141,664	207,510	125,961		
FTVIPT Franklin Income Securities, Class 2 (770)											
Unit value at beginning of period	\$17.96	\$16.10	\$11.99	\$17.22	\$16.77	\$14.32	\$14.24	\$12.63	\$10.00	-	\$10.00
Unit value at end of period	\$18.20	\$17.96	\$16.10	\$11.99	\$17.22	\$16.77	\$14.32	\$14.24	\$12.63		
Units outstanding at end of period	143,192	160,007	200,183	219,203	413,731	480,274	397,796	261,436	201,051		
FTVIPT Franklin Large Cap Growth Securities, Class 2 (772)											
Unit value at beginning of period	\$13.55	\$12.27	\$9.55	\$14.74	\$14.02	\$12.77	\$12.76	\$11.94	\$10.00	-	\$10.00
Unit value at end of period	\$13.22	\$13.55	\$12.27	\$9.55	\$14.74	\$14.02	\$12.77	\$12.76	\$11.94		
Units outstanding at end of period	12,175	21,327	22,991	20,814	25,496	25,200	18,494	10,839	26,667		
FTVIPT Franklin Small Cap Value Securities, Class 2 (787)											
Unit value at beginning of period	\$9.58	\$7.55	\$5.90	\$8.90	\$10.00	-	-	-	-	-	\$10.00
Unit value at end of period	\$9.13	\$9.58	\$7.55	\$5.90	\$8.90	-	-	-	-		
Units outstanding at end of period	11,876	14,708	5,437	18,708	2,599						4-30-07
FTVIPT Mutual Shares Securities, Class 2 (774)											
Unit value at beginning of period	\$15.24	\$13.84	\$11.09	\$17.82	\$17.39	\$14.84	\$13.56	\$12.16	\$10.00	-	\$10.00
Unit value at end of period	\$14.93	\$15.24	\$13.84	\$11.09	\$17.82	\$17.39	\$14.84	\$13.56	\$12.16		
Units outstanding at end of period	70,974	78,113	95,030	102,362	247,939	251,108	263,881	180,194	88,440		
FTVIPT Templeton Foreign Securities, Class 2 (773)											
Unit value at beginning of period	\$19.06	\$17.76	\$13.09	\$22.18	\$19.40	\$16.14	\$14.80	\$12.61	\$10.00	-	\$10.00
Unit value at end of period	\$16.86	\$19.06	\$17.76	\$13.09	\$22.18	\$19.40	\$16.14	\$14.80	\$12.61		
Units outstanding at end of period	34,002	47,039	54,054	63,310	112,869	93,236	104,228	62,448	23,080		

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
FTVIPT Templeton Growth Securities, Class 2 (775)											
Unit value at beginning of period	\$14.88	\$14.00	\$10.79	\$18.89	\$18.64	\$15.46	\$14.34	\$12.49	\$10.00	\$10.00	\$10.00
Unit value at end of period	\$13.71	\$14.88	\$14.00	\$10.79	\$18.89	\$18.64	\$15.46	\$14.34	\$12.49	\$4.66	
Units outstanding at end of period	20,127	25,133	42,954	43,809	89,118	195,003	128,633	30,475	7,042	118,537	
Invesco Van Kampen V.I. American Franchise, Series II (767)											
Unit value at beginning of period	\$15.47	\$13.07	\$7.97	\$15.82	\$13.70	\$13.48	\$12.65	\$11.97	\$10.00	-	\$10.00
Unit value at end of period	\$14.34	\$15.47	\$13.07	\$7.97	\$15.82	\$13.70	\$13.48	\$12.65	\$11.97	-	
Units outstanding at end of period	1,484	2,035	7,386	552	8,206	2,500	4,225	4,150	295		
Invesco Van Kampen V.I. Comstock, Series II (764)											
Unit value at beginning of period	\$15.15	\$13.23	\$10.40	\$16.37	\$16.93	\$14.74	\$14.30	\$12.30	\$10.00	-	\$10.00
Unit value at end of period	\$14.68	\$15.15	\$13.23	\$10.40	\$16.37	\$16.93	\$14.74	\$14.30	\$12.30	-	
Units outstanding at end of period	16,506	18,554	25,155	40,549	53,258	68,107	71,673	57,035	22,955		
Invesco Van Kampen V.I. Mid Cap Value, Series II (1799) (To be renamed Invesco Van Kampen V.I. American Value effective 7/15/2012)											
Unit value at beginning of period	\$10.19	\$8.42	\$6.11	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$10.17	\$10.19	\$8.42	\$6.11	-	-	-	-	-	-	5-1-08
Units outstanding at end of period	2,167	2,908	0	4,303							
Invesco V.I. International Growth, Series II (1975)											
Unit value at beginning of period	\$10.00	-	-	-	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$8.44	-	-	-	-	-	-	-	-	-	4-29-11
Units outstanding at end of period	1,079										

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
Morgan Stanley UIF Emerging Market Debt, Class II (788)											\$10.00 4-27-07
Unit value at beginning of period	\$12.01	\$11.06	\$8.58	\$10.20	\$10.00	-	-	-	-	-	
Unit value at end of period	\$12.71	\$12.01	\$11.06	\$8.58	\$10.20	-	-	-	-	-	
Units outstanding at end of period	12,450	21,197	20,769	18,638	12,611						
Morgan Stanley UIF Emerging Markets Equity, Class II (768)											\$10.00
Unit value at beginning of period	\$37.34	\$31.71	\$18.83	\$43.96	\$31.62	\$23.28	\$17.58	\$14.44	\$10.00	-	\$10.00
Unit value at end of period	\$30.22	\$37.34	\$31.71	\$18.83	\$43.96	\$31.62	\$23.28	\$17.58	\$14.44	-	
Units outstanding at end of period	10,644	13,487	22,998	20,852	41,871	31,049	39,501	47,781	4,784		
Morgan Stanley UIF U.S. Real Estate, Class II (789)											\$10.00
Unit value at beginning of period	\$7.72	\$6.02	\$4.73	\$7.72	\$10.00	-	-	-	-	-	\$10.00
Unit value at end of period	\$8.08	\$7.72	\$6.02	\$4.73	\$7.72	-	-	-	-	-	04-27-07
Units outstanding at end of period	47,864	62,520	63,372	62,563	54,572						
PIMCO VIT All Asset, Advisor Class (790)											\$10.00
Unit value at beginning of period	\$11.10	\$9.92	\$8.25	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$11.20	\$11.10	\$9.92	\$8.25	-	-	-	-	-	-	5-1-08
Units outstanding at end of period	26,406	7,769	5,068	7,624							
PIMCO VIT Commodity Real Return Strategy, Advisor Class (1710)											\$10.00
Unit value at beginning of period	\$8.23	\$6.69	\$4.77	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$7.54	\$8.23	\$6.69	\$4.77	-	-	-	-	-	-	5-1-08
Units outstanding at end of period	23,612	28,590	28,934	22,208							
PIMCO VIT Low Duration, Advisor Class (1743)											\$10.00
Unit value at beginning of period	\$11.35	\$10.90	\$9.72	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$11.35	\$11.35	\$10.90	\$9.72	-	-	-	-	-	-	5-1-08
Units outstanding at end of period	28,936	27,394	25,290	2,926							

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
PIMCO VIT Real Return, Advisor Class (1746)											
Unit value at beginning of period	\$11.19	\$10.47	\$8.94	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$12.36	\$11.19	\$10.47	\$8.94	-	-	-	-	-	-	\$10.00
Units outstanding at end of period	45,234	41,678	50,150	12,971							5-1-08
PIMCO VIT Total Return, Advisor Class (1755)											
Unit value at beginning of period	\$12.10	\$11.32	\$10.04	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$12.40	\$12.10	\$11.32	\$10.04	-	-	-	-	-	-	\$10.00
Units outstanding at end of period	106,618	116,319	125,552	107,654							5-1-08
Guggenheim VT Alternative Strategies Allocation (1970)											
Unit value at beginning of period	\$9.73	\$9.89	\$9.90	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$9.34	\$9.73	\$9.89	\$9.90	-	-	-	-	-	-	\$10.00
Units outstanding at end of period	1,468	633	0	0							11-24-08
Guggenheim VT Managed Futures Strategy (1971)											
Unit value at beginning of period	\$8.63	\$9.04	\$9.51	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$7.81	\$8.63	\$9.04	\$9.51	-	-	-	-	-	-	\$10.00
Units outstanding at end of period	1,131	1,131	49	0							11-24-08
Guggenheim VT Multi-Hedge Strategies (1758)											
Unit value at beginning of period	\$8.36	\$7.96	\$8.31	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$8.56	\$8.36	\$7.96	\$8.31	-	-	-	-	-	-	\$10.00
Units outstanding at end of period	5,029	6,193	7,077	8,253							5-1-08
Guggenheim VT U.S. Long Short Momentum (1777)											
Unit value at beginning of period	\$8.99	\$8.17	\$6.48	\$10.00	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$8.32	\$8.99	\$8.17	\$6.48	-	-	-	-	-	-	\$10.00
Units outstanding at end of period	3,932	3,986	4,602	12,730							5-1-08

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
Touchstone VST Baron Small Cap Growth (735)*											
Unit value at beginning of period	\$19.51	\$15.77	\$11.99	\$18.25	\$17.94	\$15.32	\$14.37	\$11.35	\$8.59	\$10.11	\$10.00
Unit value at end of period	\$20.25	\$19.51	\$15.77	\$11.99	\$18.25	\$17.94	\$15.32	\$14.37	\$11.35	\$8.59	
Units outstanding at end of period	32,116	53,033	64,015	80,981	123,406	133,711	157,407	171,697	173,930	109,315	
Touchstone VST Core Bond (751)*											
Unit value at beginning of period	\$14.61	\$13.72	\$12.06	\$12.59	\$12.06	\$11.71	\$11.63	\$11.38	\$11.10	\$10.39	\$10.00
Unit value at end of period	\$15.69	\$14.61	\$13.72	\$12.06	\$12.59	\$12.06	\$11.71	\$11.63	\$11.38	\$11.10	
Units outstanding at end of period	55,825	39,433	72,001	95,494	169,001	141,591	165,663	183,625	223,975	244,737	
Touchstone VST High Yield (748)*											
Unit value at beginning of period	\$18.26	\$16.37	\$11.28	\$15.02	\$14.91	\$13.96	\$13.65	\$12.59	\$10.26	\$10.07	\$10.00
Unit value at end of period	\$19.17	\$18.26	\$16.37	\$11.28	\$15.02	\$14.91	\$13.96	\$13.65	\$12.59	\$10.26	
Units outstanding at end of period	15,197	20,558	28,251	27,237	39,474	55,804	61,036	62,441	74,122	147,568	
Touchstone VST Large Cap Core Equity (750)*											
Unit value at beginning of period	\$10.70	\$9.63	\$7.84	\$12.23	\$11.73	\$9.36	\$9.75	\$9.36	\$7.17	\$9.37	\$10.00
Unit value at end of period	\$10.91	\$10.70	\$9.63	\$7.84	\$12.23	\$11.73	\$9.36	\$9.75	\$9.36	\$7.17	
Units outstanding at end of period	59,406	103,006	126,849	113,573	18,736	20,050	20,949	30,876	16,790	11,724	
Touchstone VST Mid Cap Growth (747)*											
Unit value at beginning of period	\$17.81	\$14.79	\$10.75	\$18.01	\$15.90	\$13.82	\$12.11	\$10.91	\$7.49	\$9.73	\$10.00
Unit value at end of period	\$15.63	\$17.81	\$14.79	\$10.75	\$18.01	\$15.90	\$13.82	\$12.11	\$10.91	\$7.49	
Units outstanding at end of period	99,900	114,572	138,867	177,599	232,105	197,899	191,604	237,878	225,905	156,067	
Touchstone VST Money Market (755)*											
Unit value at beginning of period	\$11.37	\$11.47	\$11.48	\$11.26	\$10.82	\$10.41	\$10.19	\$10.16	\$10.16	\$10.10	\$10.00
Unit value at end of period	\$11.26	\$11.37	\$11.47	\$11.48	\$11.26	\$10.82	\$10.41	\$10.19	\$10.16	\$10.16	
Units outstanding at end of period	122,897	151,985	256,213	5,279	5,320	6,637	15,714	16,407	17,893	51,409	

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
Touchstone VST Third Avenue Value (733)*											
Unit value at beginning of period	\$18.71	\$15.72	\$12.09	\$19.86	\$20.42	\$17.80	\$15.32	\$12.29	\$8.85	\$10.83	\$10.00
Unit value at end of period	\$15.69	\$18.71	\$15.72	\$12.09	\$19.86	\$20.42	\$17.80	\$15.32	\$12.29	\$8.85	
Units outstanding at end of period	119,919	162,403	206,392	299,805	451,855	406,491	438,558	460,631	455,925	373,765	
Touchstone VST Aggressive ETF (1782)											
Unit value at beginning of period	\$11.79	\$10.52	\$8.73	\$12.45	\$11.96	\$10.64	\$10.27	\$10.00			\$10.00
Unit value at end of period	\$11.67	\$11.79	\$10.52	\$8.73	\$12.45	\$11.96	\$10.64	\$10.27			
Units outstanding at end of period	67,356	87,681	69,429	21,800	29,072	29,975	16,551	147			
Touchstone VST Conservative ETF (1780)											
Unit value at beginning of period	\$12.45	\$11.56	\$10.44	\$11.65	\$11.13	\$10.40	\$10.16	\$10.00			\$10.00
Unit value at end of period	\$12.75	\$12.45	\$11.56	\$10.44	\$11.65	\$11.13	\$10.40	\$10.16			
Units outstanding at end of period	73,509	65,361	64,694	66,563	76,747	87,702	69,951	9,912			
Touchstone VST Enhanced ETF (1783)											
Unit value at beginning of period	\$11.76	\$10.65	\$8.81	\$12.97	\$12.59	\$11.02	\$10.50	\$10.00			\$10.00
Unit value at end of period	\$11.18	\$11.76	\$10.65	\$8.81	\$12.97	\$12.59	\$11.02	\$10.50			
Units outstanding at end of period	88,566	56,676	59,120	59,277	86,902	88,581	67,852	271			
Touchstone VST Moderate ETF (1781)*											
Unit value at beginning of period	\$12.20	\$11.08	\$9.53	\$12.08	\$11.59	\$10.55	\$10.26	\$10.00			\$10.00
Unit value at end of period	\$12.30	\$12.20	\$11.08	\$9.53	\$12.08	\$11.59	\$10.55	\$10.26			
Units outstanding at end of period	280,200	306,291	312,727	365,743	301,330	318,293	235,217	22,435			

	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	Inception Value & Date
Touchstone VST Aggressive ETF, Guaranteed Return Plus Option (793)											
Unit value at beginning of period	\$14.04	\$12.60	\$10.00	-	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$13.81	\$14.04	\$12.60								4-27-09
Units outstanding at end of period	0	0	0								
Touchstone VST Conservative ETF, Guaranteed Return Plus Option (791)											
Unit value at beginning of period	\$12.05	\$11.25	\$10.00	-	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$12.27	\$12.05	\$11.25								4-27-09
Units outstanding at end of period	0	0	971								
Touchstone VST Moderate ETF, Guaranteed Return Plus Option (792)											
Unit value at beginning of period	\$13.12	\$11.99	\$10.00	-	-	-	-	-	-	-	\$10.00
Unit value at end of period	\$13.15	\$13.12	\$11.99								4-27-09
Units outstanding at end of period	2,621	2,728	2,828								

* Available in the Touchstone Choice Variable Annuity, as well as the AnnuiChoice

Appendix B – Withdrawal Charge Examples

We allow two ways for you to request withdrawals. In the **first method**, you receive the amount requested, and any withdrawal charge is taken from the Account Value. This reduces your Account Value by the amount of the withdrawal charge in addition to the amount you requested. This is the method used unless you request otherwise or unless you have elected one of the GLIA Riders. In the **second method**, you receive less than you requested if a withdrawal charge applies because the Account Value is reduced by the amount of the requested withdrawal and any withdrawal charge is taken from that amount.

For both methods, withdrawals are attributed to amounts in the following order:

1. any Free Withdrawal Amount (except in the case of a surrender);
2. contributions that are no longer subject to a withdrawal charge and have not yet been withdrawn (contributions are withdrawn from oldest to youngest);
3. contributions subject to a withdrawal charge that have not yet been withdrawn (contributions are withdrawn from oldest to youngest);
4. Any gain, interest or other amount that is not considered a contribution.

Example

Assume one contribution is paid, no previous withdrawals have been taken, no MVA applies to the withdrawal and the Account Value at the time of the withdrawal is higher than the Account Value on the most recent Contract Anniversary:

Contribution:	\$50,000
Account Value before withdrawal:	\$60,000
Requested withdrawal:	\$16,000
Withdrawal Charge percentage applicable to the contribution:	6%

Using the First Method

The Free Withdrawal Amount is calculated as:

$$\begin{aligned} \$6,000 &= \$60,000 \text{ (Account Value on the date of the withdrawal)} \times 10\% \text{ (free withdrawal percentage)} - \\ &\$0 \text{ (previous partial withdrawals during the current Contract Year)}. \end{aligned}$$

After first applying the withdrawal to the Free Withdrawal Amount, the amount of the withdrawal still to be applied is:

$$\$10,000 = \$16,000 \text{ (requested withdrawal)} - \$6,000 \text{ (Free Withdrawal Amount)}.$$

There are no contributions that are no longer subject to a withdrawal charge, so the withdrawal is next applied to the contribution subject to a withdrawal charge. The withdrawal charge for this method is calculated as:

$$\begin{aligned} \$638.30 &= \$10,000 \text{ (portion of the withdrawal still to be attributed)} \times 6\% \text{ (withdrawal charge percentage)} \\ &\text{divided by } (1 - 6\%) \text{ (one minus the withdrawal charge percentage)}. \end{aligned}$$

Using this method, you will receive \$16,000; however, the total Account Value withdrawn is:

$$\$16,638.30 = \$16,000 \text{ (requested withdrawal)} + \$638.30 \text{ (withdrawal charge)}.$$

The amount of contribution still subject to a withdrawal charge is:

$$\begin{aligned} \$39,361.70 &= \$50,000 \text{ (contribution)} - \$10,638.30 \text{ (portion of withdrawal attributed to contribution} \\ &\text{including the withdrawal charge)}. \end{aligned}$$

Note, the withdrawal charge does not just apply to the contribution withdrawn (\$10,000 x 6%). It also applies to the withdrawal charge itself as indicated by the (1- 6%) factor in the withdrawal charge formula).

Using the Second Method

The Free Withdrawal Amount is calculated as:

$$\begin{aligned} \$6,000 &= \$60,000 \text{ (Account Value on the date of the withdrawal)} \times 10\% \text{ (free withdrawal percentage)} - \\ &\$0 \text{ (previous partial withdrawals during the current Contract Year)}. \end{aligned}$$

After first applying the withdrawal to the Free Withdrawal Amount, the amount of the withdrawal still to be attributed is:

$$\$10,000 = \$16,000 \text{ (requested withdrawal)} - \$6,000 \text{ (Free Withdrawal Amount)}.$$

There are no contributions that are no longer subject to a withdrawal charge, so the withdrawal is next applied to the contribution subject to a withdrawal charge. The withdrawal charge for this method is calculated as:

$$\$600 = \$10,000 \text{ (portion of the withdrawal still to be attributed)} \times 6\% \text{ (withdrawal charge percentage)}.$$

Using this method, the total Account Value withdrawn is \$16,000; however, you will receive:

$$\$15,400 = \$16,000 \text{ (requested withdrawal)} - \$600 \text{ (withdrawal charge)}.$$

The amount of contribution still subject to a withdrawal charge is:

$$\$40,000 = \$50,000 \text{ (contribution)} - \$10,000 \text{ (portion of withdrawal attributed to contribution including the withdrawal charge)}.$$

Note the second method will produce the same withdrawal charge as the first method if the requested withdrawal under the second method is the same as the total Account Value withdrawn in the first method. For example, a requested withdrawal of \$16,638.30 using the second method produces the same \$638.30 withdrawal charge as shown in the first method above.

This example is for illustrative purposes only and does not predict results.

Appendix C

Illustration of a Market Value Adjustment

The following examples illustrate how the MVA and the withdrawal charge may affect the value of a GRO upon a withdrawal.

Assumptions:

- Contribution to a GRO - \$50,000
- Guarantee Period - 7 Years
- Withdrawal - at the end of year three of the 7-year Guarantee Period
- No prior partial withdrawals or transfers
- Guaranteed Interest Rate - 5% Annual Effective Rate

The GRO Value for this \$50,000.00 contribution is \$70,110.76 at the end of the Guarantee Period. After three years, the GRO Value is \$57,786.68.

The MVA will be based on the Guaranteed Interest Rate (A in the MVA formula) and the current rate we are offering at the time of the withdrawal on new contributions to GROs (B in the MVA formula) for the Guarantee Period equal to the time remaining in your Guarantee Period, rounded to the next lower number of complete months (N in the MVA formula). If we do not declare a current rate for the exact time remaining, we will use a formula to find a rate using Guarantee Periods closest to (next higher and next lower) the remaining period described above. Three years after the initial contribution, there would have been four years remaining in your GRO Guarantee Period. These examples also show the withdrawal charge, which would be calculated separately.

Examples of a Downward Market Value Adjustment:

A downward MVA results from a full or partial withdrawal that occurs when interest rates have increased. Assume interest rates have increased and at the time of the withdrawal, the current rate for the four-year Guarantee Period is 6.25%.

Full Withdrawal

Upon a full withdrawal, the MVA would be:

$$-0.0551589 = [(1 + .05)^{48/12} / (1 + .0625 + .0025)^{48/12}] - 1$$

The MVA is a reduction of \$3,187.45 in the value of the GRO: $-\$3,187.45 = -0.0551589 \times \$57,786.68$

The Adjusted Account Value would be: $\$54,599.23 = \$57,786.68 - \$3,187.45$

A withdrawal charge of 7% would be assessed against the \$50,000.00 original contribution:

$$\$3,500.00 = \$50,000.00 \times .07$$

Thus, the amount payable on a full withdrawal would be: $\$51,099.23 = \$57,786.68 - \$3,187.45 - \$3,500.00$

Partial Withdrawal

If instead of a full withdrawal, \$20,000.00 was requested, we would first determine the Free Withdrawal Amount:

$$\$5,778.67 = \$57,786.68 \times .10$$

The amount subject to a 7% withdrawal charge (non-free amount) would be: $\$14,221.33 = \$20,000 - \$5,778.67$

The MVA, which is only applicable to the non-free amount, and which is subject to the 7% withdrawal charge, would be:

$$-\$784.43 = -0.0551589 \times \$14,221.33$$

The withdrawal charge would be: $\$1,129.47 = [(\$14,221.33 \text{ (the non-free amount)} + \$784.43 \text{ (the negative MVA)}) / (1-.07) \text{ a factor used to calculate the 7\% withdrawal charge and adjust the withdrawal charge to include a withdrawal charge on itself}] - (\$14,221.33 + \$784.43)$

Thus, the total amount of Account Value needed to provide \$20,000.00 after the MVA and withdrawal charge would be:

$$\$21,913.90 = \$20,000.00 + \$784.43 + \$1,129.47$$

The value remaining in the GRO after the withdrawal would be: $\$35,872.78 = \$57,786.68 - \$21,913.90$

Examples of an Upward Market Value Adjustment:

An upward MVA results from a full or partial withdrawal that occurs when interest rates have decreased. Assume interest rates have decreased and at the time of the withdrawal, the current rate for four-year Guarantee Period is 4%.

Full Withdrawal

Upon a full withdrawal, the MVA would be:

$$0.0290890 = [(1 + .05)^{48/12} / (1 + .04 + .0025)^{48/12}] - 1$$

The MVA is an increase of \$1,680.96 to the value in the GRO: $\$1,680.96 = 0.0290890 \times \$57,786.68$

The Adjusted Account Value would be: $\$59,467.64 = \$57,786.68 + \$1,680.96$

A withdrawal charge of 7% would be assessed against the \$50,000.00 original contribution:

$$\$3,500.00 = \$50,000.00 \times .07$$

Thus, the amount payable on a full withdrawal would be: $\$55,967.64 = \$57,786.68 + \$1,680.96 - \$3,500.00$

Partial Withdrawal

If instead of a full withdrawal, \$20,000.00 was requested, the Free Withdrawal Amount and non-free amount (which is subject to a 7% withdrawal charge) would first be determined as above:

$$\text{Free Amount} = \$ 5,778.67 \quad \text{Non-Free Amount} = \$14,221.33$$

The MVA, which is only applicable to the non-free amount, and which is subject to the 7% withdrawal charge, would be:

$$\$413.68 = 0.0290890 \times \$14,221.33$$

The withdrawal charge would be: $\$1,039.29 = [(\$14,221.33 \text{ (the non-free amount)} - \$413.68 \text{ (the positive MVA)}) / (1-.07) \text{ a factor used to calculate the 7\% withdrawal charge and adjust the withdrawal charge to include a withdrawal charge on itself}] - (\$14,221.33 - \$413.68)$

Thus, the total amount of Account Value needed to provide \$20,000.00 after the MVA and withdrawal charge would be:

$$\$20,625.61 = \$20,000 - \$413.68 + \$1,039.29$$

The value remaining in the GRO after the withdrawal would be: $\$37,161.07 = \$57,786.68 - \$20,625.61$

Actual MVAs will have a greater or lesser impact than shown in the examples, depending on the actual change in current interest rate and the timing of the withdrawal in relation to the time remaining in the Guarantee Period.

The MVA operates in a similar manner for transfers, except withdrawal charges do not apply to transfers.

**Appendix D
Parties to the Contract**

<p>Owner</p> <ul style="list-style-type: none"> • Chooses parties to the contract. • Can change beneficiaries any time before death of owner or annuitant. • Has right to withdrawals and annuity payments while the Annuitant is alive and responsibility to pay taxes on such payments. • Responsible for any tax penalties for withdrawals taken before age 59½. • Responsible for taking required minimum distributions on qualified contracts. 	<p>Annuitant</p> <ul style="list-style-type: none"> • Must be a natural person. • The measuring life for the Annuity Benefit. • The Annuitant's death triggers the payment of the Death Benefit, unless there is a contingent Annuitant. • Has no rights under the contract.
<p>Joint Owner (Optional)</p> <ul style="list-style-type: none"> • Shares in all ownership rights with owner. • Will be co-payee on all withdrawals and annuity payments with the owner. • Both joint owners must execute all choices and changes to the contract. • If either owner or joint owner dies, both are considered to be deceased and a Distribution on Death will be paid to the owner's beneficiary. The joint owner is not the owner's beneficiary. 	<p>Contingent Annuitant (Optional)</p> <ul style="list-style-type: none"> • Must be a natural person. If still alive when the primary Annuitant dies, will become the Annuitant under the contract. • Has no rights in the contract.
<p>Owner's Beneficiary</p> <ul style="list-style-type: none"> • Must be designated by the owner as <u>owner's beneficiary</u>. • Must receive a Distribution on Death of owner if the Annuitant is still alive. • Responsible for taxes on distribution. • If owner's beneficiary is not alive at owner's death, the Distribution on Death of owner is paid to the owner's estate. 	<p>Annuitant's Beneficiary</p> <ul style="list-style-type: none"> • Must be designated by the owner as the <u>Annuitant's beneficiary</u>. • Is entitled to the Death Benefit under the contract when the Annuitant dies. • Is generally responsible for paying any taxes due on the Death Benefit paid. • If Annuitant's beneficiary is not alive at Annuitant's death, the Death Benefit is paid to the Annuitant's estate.

**Appendix D – continued
Guide to Spousal Continuation**

Owner*	Owner's Beneficiary	Annuitant	Annuitant's Beneficiary	Spousal Continuation Available When Owner Dies?	Spousal Continuation Available When Annuitant Dies?
Spouse 1	Spouse 2	Spouse 1	Spouse 2	Yes. Enhanced Spousal Continuation available, which includes an increase in Account Value for any enhanced Death Benefit.	Yes. Enhanced Spousal Continuation available, which includes an increase in the Account Value for any enhanced Death Benefit.
Spouse 1	Spouse 2	Spouse 2	Spouse 1	Yes. Standard Spousal Continuation only. No increase in Account Value because Annuitant is still alive.	No. Death benefit is paid to Spouse 1.
Spouse 1	Spouse 2	Spouse 1	Non-spouse	No. Death Benefit is paid to Annuitant's beneficiary (Non-spouse).	No. Death benefit is paid to Annuitant's beneficiary (Non-spouse).
Spouse 1	Non-spouse	Spouse 1	Spouse 2	No. Owner's beneficiary is non-spouse.	No. Death Benefit is paid to Spouse 2.
Spouse 1	Spouse 2	Non-spouse	Non-spouse	Yes. Standard Spousal Continuation only. No increase in Account Value because Annuitant is still alive.	No. Death Benefit is paid to Annuitant's beneficiary (Non-spouse).
Non-spouse	Non-spouse	Spouse 1	Spouse 2	No.	No. Death Benefit is paid to Spouse 2.

*In the case of joint owners, the distribution requirements are applied at the first death.
The joint owner is not the owner's beneficiary.

Appendix E

Illustration of Guaranteed Lifetime Income Advantage

The following examples demonstrate how the Rider works, based on the stated assumptions. These examples are for illustration only, and do not predict future investment results.

Example #1

This example illustrates the Spousal Rider where withdrawals equal to the Lifetime Payout Amount (LPA), as well as Nonguaranteed Withdrawals, have been taken, an additional contribution has been made, and Bonuses and Step-Ups have been applied. It also illustrates payments for the life of the Primary and Spousal Annuitant even though the Account Value has been reduced to zero. Rounding of amounts less than \$1.00 is used in this example.

Assumptions:

- Primary Annuitant's age on date GLIA Rider is purchased = 55; Spousal Annuitant's age on date GLIA Rider is purchased = 52
- Initial contribution = \$100,000; additional contribution = \$10,000 in Contract Year 10
- Nonguaranteed Withdrawal equal to \$5,000 in Contract Year 8; Nonguaranteed Withdrawal of \$776 in Contract Year 14
- Withdrawals equal to LPA in Contract Years 9-13, and Contract Years 15+
- No withdrawals were taken that would result in withdrawal charges under the contract.
- The contract is not a Qualified Annuity contract.
- The Rider remains in effect during the period covered in this example.

Contract Year	Primary Annuitant's Age on the APD*	Spousal Annuitant's Age on the APD	Contributions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Bonus	Bonus Base	Step-Up Base	Payment Base at the end of the APD (B)
1	55	52	\$100,000	N/A	\$0	\$0	\$104,500	\$4,000 (C)	\$104,000 (C)	\$104,500 (D)	\$104,500
2	56	53		N/A	\$0	\$0	\$107,635	\$4,000 (C)	\$108,000 (C)	\$107,635 (D)	\$108,000
3	57	54		N/A	\$0	\$0	\$111,940	\$4,000 (C)	\$112,000 (C)	\$111,940 (D)	\$112,000
4	58	55		N/A	\$0	\$0	\$115,310	\$4,000 (C)	\$116,000 (C)	\$115,310 (D)	\$116,000
5	59	56		N/A	\$0	\$0	\$113,004	\$4,000 (C)	\$120,000 (C)	\$115,310	\$120,000
6	60	57		N/A	\$0	\$0	\$113,004	\$4,000 (C)	\$124,000 (C)	\$115,310	\$124,000
7	61	58		N/A	\$0	\$0	\$108,483	\$4,000 (C)	\$128,000 (C)	\$115,310	\$128,000
8	62	59		N/A	\$5,000 (E)	\$5,784 (E)	\$105,653	\$0	\$122,216 (E)	\$109,526 (E)	\$122,216
9	63	60		\$4,889(F)	\$4,889	\$0	\$100,764	\$0	\$122,216	\$109,526	\$122,216
10	64	61	\$10,000(G)	\$5,289 (G)	\$5,289	\$0	\$103,261	\$0	\$132,216 (G)	\$119,526 (G)	\$132,216
11	65	62		\$5,289	\$5,289	\$0	\$99,005	\$0	\$132,216	\$119,526	\$132,216

Contract Year	Primary Annuitant's Age on the APD*	Spousal Annuitant's Age on the APD	Contributions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Bonus	Bonus Base	Step-Up Base	Payment Base at the end of the APD (B)
12	66	63		\$5,289	\$5,289	\$0	\$89,756	\$0	\$132,216	\$119,526	\$132,216
13	67	64		\$5,289	\$5,289	\$0	\$86,262	\$0	\$132,216	\$119,526	\$132,216
14	68	65		\$5,289	\$6,065 (H)	\$1,254 (H)	\$81,060	\$0	\$130,962 (H)	\$118,272 (H)	\$130,962
15	69	66		\$5,238 (H)	\$5,238	\$0	\$76,632	\$0	\$130,962	\$118,272	\$130,962
16	70	67		\$5,238	\$5,238	\$0	\$74,459	\$0	\$130,962	\$118,272	\$130,962
17	71	68		\$5,238	\$5,238	\$0	\$69,965	\$0	\$130,962	\$118,272	\$130,962
18	72	69		\$5,238	\$5,238	\$0	\$63,327	\$0	\$130,962	\$118,272	\$130,962
19	73	70		\$5,238	\$5,238	\$0	\$54,922	\$0	\$130,962	\$118,272	\$130,962
20	74	71		\$5,238	\$5,238	\$0	\$51,881	\$0	\$130,962	\$118,272	\$130,962
21	75	72		\$5,238	\$5,238	\$0	\$46,124	\$0	\$130,962	\$118,272	\$130,962
22	76	73		\$5,238	\$5,238	\$0	\$42,269	\$0	\$130,962	\$118,272	\$130,962
23	77	74		\$5,238	\$5,238	\$0	\$38,298	\$0	\$130,962	\$118,272	\$130,962
24	78	75		\$5,238	\$5,238	\$0	\$31,528	\$0	\$130,962	\$118,272	\$130,962
25	79	76		\$5,238	\$5,238	\$0	\$24,713	\$0	\$130,962	\$118,272	\$130,962
26	80	77		\$5,238	\$5,238	\$0	\$18,733	\$0	\$130,962	\$118,272	\$130,962
27	81	78		\$5,238	\$5,238	\$0	\$14,431	\$0	\$130,962	\$118,272	\$130,962
28	82	79		\$5,238	\$5,238	\$0	\$9,626	\$0	\$130,962	\$118,272	\$130,962
29	83	80		\$5,238	\$5,238	\$0	\$4,195	\$0	\$130,962	\$118,272	\$130,962
30	84	81		\$5,238 (I)	\$5,238	\$0	\$0	\$0	\$130,962	\$118,272	\$130,962
31+	85	82		\$5,238	\$5,238	\$0	\$0	\$0	\$130,962	\$118,272	\$130,962

* APD = Annual Processing Date

(A) The hypothetical Account Value includes deduction of all fees and is after any applicable withdrawal.

(B) The Payment Base is always the greater of the Bonus Base and Step-Up Base.

(C) A Bonus was added to the Bonus Base in Contract Years 1 - 7 because no withdrawals were taken during those Contract Years. The Bonus amount is the Bonus Percentage, which is 4.00% in each of these years, times the total contributions minus total withdrawals, which is \$100,000 for each year.

For example, the Bonus in Contract Year 1 is calculated as follows:

- 4.00% (Bonus Percentage) X \$100,000 (total contributions) – 4.00% (Bonus Percentage) X \$0 (total withdrawals) = \$4,000 Bonus amount. This calculation is the same in each of the 7 years.

The Bonus Base after the Bonus in Contract Year 1 is \$100,000+ \$4,000 = \$104,000; the Bonus Base after the Bonus in Contract Year 2 is \$104,000+ \$4,000 = \$108,000; the Bonus Base after the Bonus in Contract Year 3 is \$108,000+ \$4,000 = \$112,000; the Bonus Base after the Bonus in Contract Year 4 is \$112,000+ \$4,000 = \$116,000; the Bonus Base after the Bonus in Contract Year 5 is \$116,000+ \$4,000 = \$120,000; the Bonus Base after the Bonus in Contract Year 6 is \$120,000+ \$4,000 = \$124,000; the Bonus Base after the Bonus in Contract Year 7 is \$124,000+ \$4,000 = \$128,000.

(D) In Contract Year 1, the Step-Up Base increases to \$104,500 because the hypothetical Account Value (\$104,500) is larger than the Step-Up Base in Contract Year 1 (\$100,000). After the Step-Up, the Step-Up Base (\$104,500) is larger than the Bonus Base (\$104,000) and therefore the Payment Base is equal to the Step-Up Base of \$104,500. In Contract Years 2-4, the Step-Up Base increases to the Account Value, because the Account Value is larger than the previous years' Step-Up Base, however the Payment Base is not affected because the Bonus Base is higher than the Step-Up Base in each Contract Year. In Contract Years 5+, the Step-Up Base is always larger than the Account Value, and thus is not stepped up.

(E) In Contract Year 8, the younger spouse has not yet reached age 60, which means it is prior to the LPA Eligibility Date. Therefore, the entire \$5,000 withdrawal is a Nonguaranteed Withdrawal. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Payment Base to Account Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. It is calculated as follows:

- \$5,000 (Nonguaranteed Withdrawal amount) x 1.1568 (\$128,000 Payment Base divided by \$110,653 Account Value [\$105,653+ \$5,000]) = \$5,784 (Adjusted Nonguaranteed Withdrawal amount)

The Bonus Base and the Step-Up Base (and therefore the payment Base) are reduced by the amount of the Adjusted Nonguaranteed Withdrawal:

- \$128,000 Bonus Base – \$5,784 Adjusted Nonguaranteed Withdrawal amount = \$122,216 Bonus Base after the Nonguaranteed Withdrawal
- \$115,310 Step-Up Base - \$5,784 Adjusted Nonguaranteed Withdrawal amount = \$109,526 Step-Up Base after the Nonguaranteed Withdrawal

(F) In Contract Year 9, the LPA is determined, since this is the first withdrawal on or after the Age 60 Contract Anniversary. The LPA is the Withdrawal Percentage times the Payment Base:

- 4.0% (Withdrawal Percentage) X \$122,216 (Payment Base) = \$4,889 (LPA)

(G) The \$10,000 additional contribution made at the beginning of Contract Year 10 increases the Bonus Base and Step-Up Base (and therefore the Payment Base) dollar-for-dollar.

- \$122,216 Bonus Base + \$10,000 additional contribution amount = \$132,216 Bonus Base after the additional contribution.
- \$109,526 Step-Up Base + \$10,000 additional contribution amount = \$119,526 Step-Up Base after the additional contribution.

The LPA is recalculated using the Withdrawal Percentage times the Payment Base after the additional contribution:

- 4.0% (Withdrawal Percentage) X \$132,216 (Payment Base) = \$5,289 (LPA)

(H) In Contract Year 14, A Nonguaranteed Withdrawal in the amount of \$776 (\$6,065 amount withdrawn - \$5,289 LPA) is taken. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Payment Base to Account Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. It is calculated as follows:

- $\$776 \text{ (Nonguaranteed Withdrawal amount)} \times 1.6156 \text{ (\$132,216 Payment Base divided by \$81,836 Account Value [\$81,060+ \$776])} = \$1,254 \text{ (Adjusted Nonguaranteed Withdrawal amount)}$

The Bonus Base and Step-Up Base (and therefore the Payment Base) are reduced by the Adjusted Nonguaranteed Withdrawal amount:

- $\$132,216 \text{ Bonus Base} - \$1,254 \text{ Adjusted Nonguaranteed Withdrawal amount} = \$130,962 \text{ Bonus Base after the Nonguaranteed Withdrawal.}$
- $\$119,526 \text{ Step-Up Base} - \$1,254 \text{ Adjusted Nonguaranteed Withdrawal amount} = \$118,272 \text{ Step-Up Base after the Nonguaranteed Withdrawal}$

The LPA is recalculated after the withdrawal as 4.0% of the Payment Base after the withdrawal: $\$130,962 \times 4.0\% = \$5,238$.

(I) In Contract Year 30, the Account Value is reduced to zero; however the Payment Base is greater than zero. Therefore, the Rider enters Guaranteed Payment Phase and payments of the LPA continue.

Example #2

This example illustrates the Individual Rider where withdrawals equal to the LPA, as well as Nonguaranteed Withdrawals have been taken, and Bonuses have been applied. It also illustrates the termination of the rider if the Account Value is reduced to zero by a Nonguaranteed Withdrawal. Rounding of amounts less than \$1.00 is used in this example.

Assumptions:

- Annuitant's age on date GLIA Rider is purchased = 55
- Initial contribution = \$100,000; no additional contributions
- Withdrawals equal to LPA in Contract Years 6-7, 9-13
- Nonguaranteed Withdrawal in Contract Year 8 in the amount of \$20,200
- Full Account Value withdrawn in Contract Year 14
- No withdrawals were taken that would result in withdrawal charges under the contract.
- The contract is not a Qualified Annuity contract.
- The Rider remains in effect during the period covered in this example.

Contract Year	Annuitant's Age on APD*	Contributions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Bonus	Bonus Base	Step-Up Base	Payment Base at the end of the APD (B)
1	55	\$100,000	N/A	\$0	\$0	\$99,000	\$4,000 (C)	\$104,000 (C)	\$100,000 (D)	\$104,000
2	56		N/A	\$0	\$0	\$98,010	\$4,000 (C)	\$108,000 (C)	\$100,000	\$108,000
3	57		N/A	\$0	\$0	\$95,070	\$4,000 (C)	\$112,000 (C)	\$100,000	\$112,000
4	58		N/A	\$0	\$0	\$92,218	\$4,000 (C)	\$116,000 (C)	\$100,000	\$116,000
5	59		N/A	\$0	\$0	\$91,295	\$4,000 (C)	\$120,000 (C)	\$100,000	\$120,000
6	60		\$4,800 (E)	\$4,800 (E)	\$0	\$87,408	\$0	\$120,000	\$100,000	\$120,000
7	61		\$4,800	\$4,800	\$0	\$83,482	\$0	\$120,000	\$100,000	\$120,000
8	62		\$4,800	\$25,000 (F)	\$30,484 (F)	\$59,317	\$0	\$89,516 (F)	\$69,516 (F)	\$89,516
9	63		\$3,581 (F)	\$3,581	\$0	\$55,143	\$0	\$89,516	\$69,516	\$89,516
10	64		\$3,581	\$3,581	\$0	\$51,011	\$0	\$89,516	\$69,516	\$89,516
11	65		\$3,581	\$3,581	\$0	\$44,880	\$0	\$89,516	\$69,516	\$89,516
12	66		\$3,581	\$3,581	\$0	\$41,748	\$0	\$89,516	\$69,516	\$89,516
13	67		\$3,581	\$3,581	\$0	\$38,168	\$0	\$89,516	\$69,516	\$89,516
14	68		\$3,581	\$38,168 (G)	N/A	\$0	\$0	\$0	\$0	\$0
15	69		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

* APD = Annual Processing Date

(A) The hypothetical Account Value includes deduction of all fees and is after any applicable withdrawal.

(B) The Payment Base is always the greater of the Bonus Base and Step-Up Base.

(C) A Bonus was added to the Bonus Base in Contract Years 1 - 5 because no withdrawals were taken during those Contract Years. The Bonus amount is the Bonus Percentage, which is 4.00% in each of these years, times the total contributions minus total withdrawals, which is \$100,000 for each year.

For example, the Bonus in Contract Year 1 is calculated as follows:

- $4.00\% (\text{Bonus Percentage}) \times \$100,000 (\text{total contributions}) - 4.00\% (\text{Bonus Percentage}) \times \$0 (\text{total withdrawals}) = \$4,000$ Bonus amount.
This calculation is the same in each of the 5 years.

The Bonus Base after the Bonus in Contract Year 1 is $\$100,000 + \$4,000 = \$104,000$; the Bonus Base after the Bonus in Contract Year 2 is $\$104,000 + \$4,000 = \$108,000$; the Bonus Base after the Bonus in Contract Year 3 is $\$108,000 + \$4,000 = \$112,000$; the Bonus Base after the Bonus in Contract Year 4 is $\$112,000 + \$4,000 = \$116,000$; the Bonus Base after the Bonus in Contract Year 5 is $\$116,000 + \$4,000 = \$120,000$.

(D) In each Contract Year, the hypothetical Account Value is less than the Step-Up Base and thus, the Step-Up Base is not stepped up.

(E) In Contract Year 6, the LPA is determined, since this is the first withdrawal on or after the Age 60 Contract Anniversary. The LPA is the Withdrawal Percentage times the Payment Base:

- $4.0\% (\text{Withdrawal Percentage}) \times \$120,000 (\text{Payment Base}) = \$4,800$ (LPA)

(F) A Nonguaranteed Withdrawal in the amount of \$20,200 (\$25,000 amount withdrawn - \$4,800 LPA) is taken in Contract Year 8. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Payment Base to Account Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. It is calculated as follows:

- $\$20,200 (\text{Nonguaranteed Withdrawal amount}) \times 1.5091 (\$120,000 \text{ Payment Base divided by } \$79,517 \text{ Account Value } [\$59,317 + \$20,200]) = \$30,484$ (Adjusted Nonguaranteed Withdrawal amount)

The Bonus Base and Step-Up Base (and therefore the Payment Base) are reduced by the Adjusted Nonguaranteed Withdrawal amount.

- $\$120,000$ Bonus Base - $\$30,484$ Adjusted Nonguaranteed Withdrawal amount = $\$89,516$ Bonus Base after the Nonguaranteed Withdrawal
- $\$100,000$ Step-Up Base - $\$30,484$ Adjusted Nonguaranteed Withdrawal amount = $\$69,516$ Step-Up Base after the Nonguaranteed Withdrawal

The LPA is recalculated after the withdrawal as 4.0% of the Payment Base after the withdrawal: $\$89,516 \times 4.0\% = \$3,851$.

(G) A Nonguaranteed withdrawal reduces the Account Value to zero in Contract Year 14 and the Rider and annuity contract terminate.

Appendix F

Illustration of Enhanced Earnings Benefit (EEB)

Example 1 - The following is a hypothetical example of how the EEB works:

Assumptions:

- Annuitant was age 60 on the Contract Date (40% EEB benefit)
- Initial contribution = \$100,000
- No additional contributions
- No withdrawals
- Hypothetical Account Value at the time the Death Benefit is calculated = \$125,000

Based on the assumptions stated above:

- The gain in the contract is \$25,000 ($\$125,000 - \$100,000 = \$25,000$)
- Benefit paid would be \$10,000 ($\$25,000 \times 40\%$)

Example 2 - The following is an example of how the EEB will be calculated and paid in conjunction with the standard Death Benefit under this contract.

Assumptions:

- Annuitant was age 60 on the Contract Date (40% EEB benefit)
- Initial contribution = \$50,000
- No additional contributions
- No withdrawals
- Hypothetical Account Value at the time the Death Benefit is calculated = \$60,000
- Account Value on the 7th Contract Anniversary = \$70,000
- Death occurred after the 7th Contract Anniversary

Based on these assumptions:

- the gain in the contract is \$10,000 ($\$60,000 - \$50,000$);
- the EEB is \$4,000 ($40\% \times \$10,000$); and thus
- the total payment to the beneficiaries is \$74,000 ($\$70,000 + \$4,000$)

Appendix G

Total Annual Portfolio Operating Expense Table

Portfolio	Management Fees	12b-1 Fee or Service Fee	Other Expenses	Acquired Funds Fees and Expenses	Total Annual Expenses	Fee Waivers/Reimbursements	Total Annual Expenses after Fee Waivers/Reimbursements
BlackRock Capital Appreciation V.I., Class III ^{1,2}	0.65%	0.25%	0.31%	N/A	1.21%		
BlackRock Global Allocation V.I., Class III ^{1,2}	0.64%	0.25%	0.26%	0.02%	1.17%		
Columbia VP – Mid Cap Value Opportunity, Class 1 ³	0.74%	0.00%	0.14%	0.00%	0.88%	N/A	0.88%
Columbia VP – Small Cap Value, Class 2 ⁴	0.87%	0.25%	0.12%	0.02%	1.26%	0.21%	1.05%
DWS Small Cap Index VIP, Class B ⁵	0.35%	0.25%	0.17%	0.05%	0.82%	0.02%	0.80%
Fidelity VIP Asset Manager, Service Class 2 ⁶	0.51%	0.25%	0.15%	N/A	0.91%		
Fidelity VIP Balanced, Service Class 2	0.41%	0.25%	0.13%	0.02%	0.81%		
Fidelity VIP Contrafund, Service Class 2	0.56%	0.25%	0.09%	N/A	0.90%		
Fidelity VIP Disciplined Small Cap, Service Class 2	0.71%	0.25%	0.30%	0.10%	1.36%		
Fidelity VIP Equity-Income, Service Class 2	0.46%	0.25%	0.10%	N/A	0.81%		
Fidelity VIP Freedom 2010, Service Class 2	N/A	0.25%	N/A	0.56%	0.81%		
Fidelity VIP Freedom 2015, Service Class 2	N/A	0.25%	N/A	0.56%	0.81%		
Fidelity VIP Freedom 2020, Service Class 2	N/A	0.25%	N/A	0.60%	0.85%		
Fidelity VIP Freedom 2025, Service Class 2	N/A	0.25%	N/A	0.64%	0.89%		
Fidelity VIP Freedom 2030, Service Class 2	N/A	0.25%	N/A	0.65%	0.90%		
Fidelity VIP Growth, Service Class 2	0.56%	0.25%	0.11%	N/A	0.92%		
Fidelity VIP High Income, Service Class 2	0.57%	0.25%	0.12%	N/A	0.94%		
Fidelity VIP Index 500, Service Class 2	0.045%	0.25%	0.055%	N/A	0.35%		
Fidelity VIP Investment Grade Bond, Service Class 2	0.32%	0.25%	0.10%	N/A	0.67%		
Fidelity VIP Mid Cap, Service Class 2	0.56%	0.25%	0.10%	N/A	0.91%		
Fidelity VIP Overseas, Service Class 2	0.71%	0.25%	0.14%	N/A	1.10%		
FTVIPT Franklin Growth and Income Securities, Class 2 ⁷	0.53%	0.25%	0.06%	N/A	0.84%	N/A	0.84%
FTVIPT Franklin Income Securities, Class 2 ⁷	0.45%	0.25%	0.02%	N/A	0.72%	N/A	0.72%
FTVIPT Franklin Large Cap Growth Securities, Class 2 ⁷	0.75%	0.25%	0.05%	N/A	1.05%	N/A	1.05%
FTVIPT Franklin Small Cap Value Securities, Class 2 ⁸	0.50%	0.25%	0.16%	0.01%	0.92%	N/A	0.92%
FTVIPT Mutual Shares Securities, Class 2	0.60%	0.25%	0.13%	N/A	0.98%	N/A	0.98%

Portfolio	Management Fees	12b-1 Fee or Service Fee	Other Expenses	Acquired Funds Fees and Expenses	Total Annual Expenses	Fee Waivers/Reimbursements	Total Annual Expenses after Fee Waivers/Reimbursements
FTVIPT Templeton Foreign Securities, Class 2 ⁸	0.64%	0.25%	0.15%	0.01%	1.05%	N/A	1.05%
FTVIPT Templeton Growth Securities, Class 2 ⁷	0.74%	0.25%	0.04%	N/A	1.03%	N/A	1.03%
Guggenheim VT Managed Futures Strategy ⁹	1.01%	0.00%	1.25%	N/A	2.26%	0.11%	2.15%
Guggenheim VT U.S. Long Short Momentum	0.90%	0.00%	0.86%	N/A	1.76%	N/A	1.76%
Invesco Van Kampen V.I. American Franchise, Series II ^{10, 11}	0.67%	0.25%	0.28%	N/A	1.20%	0.05%	1.15%
Invesco Van Kampen V.I. Comstock, Series II ¹²	0.56%	0.25%	0.24%	N/A	1.05%	0.08%	0.97%
Invesco Van Kampen V.I. Mid Cap Value, Series II ¹³	0.72%	0.25%	0.25%	N/A	1.22%	N/A	1.22%
Invesco V.I. International Growth, Series II	0.71%	0.25%	0.32%	N/A	1.28%	N/A	1.28%
Morgan Stanley JIF Emerging Markets Debt, Class II ¹⁴	0.75%	0.35%	0.30%	N/A	1.40%	0.30%	1.10%
Morgan Stanley JIF Emerging Markets Equity, Class II ¹⁴	1.22%	0.35%	0.38%	N/A	1.95%	0.48%	1.47%
Morgan Stanley JIF U.S. Real Estate, Class II ¹⁴	0.80%	0.35%	0.29%	N/A	1.44%	0.10%	1.34%
PIMCO VIT All Asset, Advisor Class ^{15, 16}	0.425%	0.25%	0.00%	0.74%	1.415%	0.07%	1.345%
PIMCO VIT CommodityRealReturn Strategy, Advisor Class ^{17, 18}	0.74%	0.25%	0.02%	0.14%	1.15%	0.14%	1.01%
PIMCO VIT Low Duration, Advisor Class	0.50%	0.25%	0.00%	N/A	0.75%	N/A	0.75%
PIMCO VIT Real Return, Advisor Class	0.50%	0.25%	0.00%	N/A	0.75%	N/A	0.75%
PIMCO VIT Total Return, Advisor Class	0.50%	0.25%	0.00%	N/A	0.75%	N/A	0.75%
Touchstone VST Baron Small Cap Growth ¹⁹	1.05%	0.23%	0.35%	0.01%	1.64%	0.08%	1.56%
Touchstone VST Core Bond	0.55%	0.06%	0.32%	0.01%	0.94%	N/A	0.94%
Touchstone VST High Yield	0.50%	0.20%	0.35%	N/A	1.05%	N/A	1.05%
Touchstone VST Large Cap Core Equity ²⁰	0.65%	0.19%	0.29%	N/A	1.13%	0.13%	1.00%
Touchstone VST Mid Cap Growth ²¹	0.75%	0.14%	0.36%	0.01%	1.26%	N/A	1.26%
Touchstone VST Money Market	0.18%	0.25%	0.28%	N/A	0.71%	N/A	0.71%
Touchstone VST Third Avenue Value ²²	0.80%	0.24%	0.28%	0.01%	1.33%	0.15%	1.18%
Touchstone VST Aggressive ETF ²³	0.40%	0.25%	0.39%	0.22%	1.26%	0.29%	0.97%
Touchstone VST Conservative ETF ²³	0.40%	0.25%	0.34%	0.21%	1.20%	0.24%	0.96%
Touchstone VST Enhanced ETF ²³	0.40%	0.25%	0.47%	0.23%	1.35%	0.37%	0.98%
Touchstone VST Moderate ETF ²³	0.40%	0.23%	0.28%	0.21%	1.12%	0.16%	0.96%

(1) Net annual Portfolio expenses are 1.05% for BlackRock Capital Appreciation V.I. and 1.03% for BlackRock Global Allocation V.I. after voluntary fee waivers.

(2) "Other Expenses" have been restated to reflect current fees.

(3) Expense ratios have been adjusted to reflect current fees.

- (4) Management fees have been restated to reflect contractual changes to the investment advisory and/or administrative fee rates. Other expenses have been restated to reflect contractual changes to the fees paid by the fund. The advisor of the fund and certain of its affiliates have contractually agreed to waive fees and/or to reimburse expenses (excluding certain fees and expenses, such as any reorganization costs, transaction costs and certain other investment related expense, interest, taxes, acquired fund fees and expenses, and extraordinary expenses) until April 30, 2013, unless sooner terminated at the sole discretion of the fund's board. Under this agreement the fund's net operating expense, subject to applicable exclusions will not exceed the annual rate of 1.03%.
- (5) Through April 30, 2012, the advisor has contractually agreed to waive all or a portion of its management fee and reimburse or pay certain operating expenses of the portfolio to the extent necessary to maintain the portfolio's total annual operating expense at a ratio no higher than 0.75%, excluding certain expenses such as extraordinary expenses, taxes, brokerage, interest expense and acquired funds fees and expenses. The agreement may only be terminated with the consent of the fund's board.
- (6) The fund may invest in Fidelity Commodity Strategy Central Fund, which in turn invests in a wholly-owned subsidiary that invests in commodity-linked derivative instruments. The fund's advisor has contractually agreed to waive the fund's management fee in an amount equal to its proportionate share of the management fee paid to it by the subsidiary based on the fund's proportionate ownership of the Central Fund. This arrangement will remain in effect for at least one year from the effective date of the prospectus, and will remain in effect thereafter as long as the advisor's contract with the subsidiary is in place. If the advisor's contract with the subsidiary is terminated, the advisor, in its sole discretion, may discontinue the arrangement. For the fund's most recent fiscal year, the waiver rounded to less than 0.01%.
- (7) The fund administration fee is paid indirectly through the management fee.
- (8) The investment manager has contractually agreed in advance to reduce its fees as a result of the fund's investment in a Franklin Templeton money market fund ("Sweep Money Fund" shown above in the column "Acquired Funds Fees and Expenses"). This reduction will continue until at least April 30, 2013.
- (9) The advisor has contractually agreed to waive the management fee it receives from the fund in an amount equal to the management fee paid to the advisor by a specified subsidiary. This undertaking will continue in effect for so long as the fund invests in the specified subsidiary, and may be terminated only with the approval of the fund's board. In any event, this undertaking will continue through April 30, 2013.
- (10) "Total Annual Expenses" have been restated and reflect the reorganization of one or more affiliated investment companies into the Portfolio.
- (11) The advisor has contractually agreed, through at least June 30, 2014, to waive advisory fees and/or reimburse expenses to the extent necessary to limit Total Annual Expenses after Fee Waivers/Reimbursements (excluding interest, taxes, dividend expense on short sales, extraordinary or non-routine items, including litigation expenses, and expense that the fund has incurred but did not actually pay because of an expense offset arrangement) to 1.15%. Unless the fund's board and the advisor mutually agree to amend or continue the fee waiver agreement, it will terminate on June 30, 2014.
- (12) The advisor has contractually agreed, through at least April 30, 2013, to waive advisory fees and/or reimburse expenses to the extent necessary to limit Total Annual Expenses after Fee Waivers/Reimbursements (excluding interest, taxes, dividend expense on short sales, extraordinary or non-routine items, including litigation expenses, and expense that the fund has incurred but did not actually pay because of an expense offset arrangement) to 0.97%. Unless the fund's board and the advisor mutually agree to amend or continue the fee waiver agreement, it will terminate on April 30, 2013.
- (13) The Invesco Van Kampen V.I. Mid Cap Value fund will be renamed the Invesco Van Kampen V.I. American Value fund, effective July 15, 2012.
- (14) The Portfolio's advisor has agreed to reduce its advisory fee and/or reimburse each Portfolio so that the total annual portfolio operating expenses, excluding certain investment related expenses (such as foreign country tax expense and interest expense on amounts borrowed)(but including any 12b-1 fee), will not exceed 1.35% for Emerging Markets Debt and U.S. Real Estate and 1.47% for Emerging Markets Equity. The fee waivers and/or expense reimbursements are expected to continue for at least one year or until such time as the fund's board acts to discontinue all or a portion of such waivers and/or reimbursements when it deems that action is appropriate.
- (15) Acquired fund fees and expenses include interest expense of 0.02%. Interest expenses is based on the amount incurred during an underlying PIMCO fund's most recent fiscal year as a result of entering into certain investments, such as reverse repurchase agreements. Interest expense is required to be treated as an expense of the underlying PIMCO fund for accounting purposes and is not payable to the advisor. The amount of interest expense (if any) will vary based on the underlying fund's use of such investments as an investment strategy. The total annual Portfolio operating expenses excluding interest of the underlying PIMCO funds is 1.395% before the expense reimbursement and 1.325% after the expense reimbursement.
- (16) The Advisor has contractually agreed, through May 1, 2013, to reduce its advisory fee to the extent that the underlying PIMCO fund expenses attributable to advisory and supervisory and administrative fees exceed 0.64% of the total assets invested in underlying PIMCO funds. The advisor may recoup these waivers in future periods, not exceeding three years, and provided total expenses, including such recoupment, do not exceed the annual expense limit. The fee reduction is implemented based on a calculation of underlying PIMCO fund expenses attributable to advisory and supervisory and administrative fees that is different from the calculation of acquired fund fees and expenses listed in the table above.
- (17) "Other Expenses" reflect interest expense and are based on the amount incurred during the Portfolio's most recent fiscal year as a result of entering into certain investments, such as reverse repurchase agreements. Interest expense is required to be treated as a Portfolio expense for accounting purposes and is not payable to the advisor. The amount of interest

- expense (if any) will vary based on the fund's use of such investments as an investment strategy. The total annual Portfolio operating expenses excluding interest expense is 1.13% before the fee waiver and 0.99% after the fee waiver.
- (18) The fund's advisor has contractually agreed to waive the Portfolio's advisory fee and the supervisory and administrative fee in an amount equal to the management fee and administration services fee, respectively, paid by the PIMCO Cayman Commodity Portfolio Ltd. (the Subsidiary) to the advisor. The Subsidiary pays the advisor a management fee and administrative services fee at the annual rates of 0.49% and 0.20%, respectively, of its net assets. This waiver may not be terminated by the advisor and will remain in effect for as long as the advisor's contract with the Subsidiary is in place.
- (19) The fund's advisor and the trust have entered into an expense limitation agreement whereby the advisor has contractually agreed to waive a portion of its fees and/or reimburse certain fund expenses in order to limit annual fund operating expenses to 1.55%, not including any acquired funds fees and expenses. This expense limitation will remain in effect until at least April 29, 2013, but can be terminated by the fund's board if it deems the termination to be beneficial to the shareholders.
- (20) The fund's advisor and the trust have entered into an expense limitation agreement whereby the advisor has contractually agreed to waive a portion of its fees and/or reimburse certain fund expenses in order to limit annual fund operating expenses to 1.00%, not including any acquired funds fees and expenses. This expense limitation will remain in effect until at least April 29, 2013, but can be terminated by the fund's board if it deems the termination to be beneficial to the shareholders.
- (21) "Management Fees" have been restated to reflect that the fund's board approved a change in the fund's advisory fee schedule effective March 1, 2011. Under the previous fee schedule, the fund paid 0.80%. Under the amended fee schedule, the fund pays a fee of 0.75% of the first \$500 million of average net assets, 0.70% of the next \$500 million of average net assets and 0.65% on assets over \$1 billion.
- (22) The fund's advisor and the trust have entered into an expense limitation agreement whereby the advisor has contractually agreed to waive a portion of its fees and/or reimburse certain fund expenses in order to limit annual fund operating expenses to 1.17%, not including any acquired funds fees and expenses. This expense limitation will remain in effect until at least April 29, 2013, but can be terminated by the fund's board if it deems the termination to be beneficial to the shareholders.
- (23) The fund's advisor and the trust have entered into an expense limitation agreement whereby the advisor has contractually agreed to waive a portion of its fees and/or reimburse certain fund expenses in order to limit annual fund operating expenses to 0.75%, not including any acquired funds fees and expenses. This expense limitation will remain in effect until at least April 29, 2013, but can be terminated by the fund's board if it deems the termination to be beneficial to the shareholders.

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To request a copy of the **Statement of Additional Information for the Integrity Annuity Choice II (May 1, 2012)** remove this page and mail it to us at the Administrative Office listed in the glossary, or call us at the number listed in the glossary.

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