or Hartford Life and Annuity Insurance Company

## Dear Valued Annuity Contract Owner,

Enclosed is the updated May 1, 2018 product prospectus for your annuity contract. In addition to routine updates in the prospectus, we would like to update you on several topics as outlined below:

## The Hartford Signs a Definitive Agreement to Sell Talcott Resolution:

We have previously communicated to you that on December 3, 2017, Hartford Holdings, Inc. and its parent company, The Hartford Financial Services Group, Inc. ("HFSG") ("The Hartford") entered into a definitive agreement to sell Hartford Life and Annuity Insurance Company and Hartford Life Insurance Company, otherwise known as Talcott Resolution ("We").

We are currently awaiting regulatory approval to complete the sale, which will separate Talcott Resolution and its writing companies of Hartford Life and Annuity Insurance Company and Hartford Life Insurance Company from The Hartford. The completion of the sale will result in Talcott Resolution becoming a privately owned stand-alone insurance company. The new owner is a group of investors led by Cornell Capital LLC, Atlas Merchant Capital LLC, TRB Advisors LP, Global Atlantic Financial Group, Pine Brook and J. Safra Group. Hartford Holdings Inc. will also be a member of the investor group.

We will continue to administer and provide all contractual benefits of your annuity. The terms, features and benefits of your annuity contract will not change as a result of the sale. The sale is subject to regulatory approvals and the satisfaction of other closing conditions and is expected to be complete in the first half of 2018.

Upon completion of the sale, we will send you a notification including a new product prospectus that confirms the sale and provides our new company name.

## Frequently Asked Questions:

1. What will change on my annuity contract?

The terms, features and benefits of your annuity contract will not change as a result of this sale. Upon the completion of the sale, the names of our writing companies, Hartford Life and Annuity Insurance Company and Hartford Life Insurance Company will change, and we will announce a name for our new company.
2. Who is responsible for my contract guarantees?

The writing companies, Hartford Life and Annuity Insurance Company and Hartford Life Insurance Company will be purchased as part of this sale transaction. These writing companies will continue to be responsible for contract guarantees at the close of the sale. At close, the buyer becomes the new owner of those writing companies. At some point after the close, the names of the writing companies will change and we will communicate that information to you.
3. Will your contact information change, including your website, phone number, mailing address or fax number?
Our contact information will not change immediately. When contact information changes, we will communicate with you in advance.

## Four Simple Steps to Safeguard Your Account Against Fraud:

Starting with this year's prospectus, you will find helpful tips to protect yourself and your investments against fraud. This information is found on the first three pages of your product prospectus.

We encourage you to review the enclosed prospectus and discuss any questions you have with a financial advisor. If you have questions for The Hartford, please call our Annuity Contact Center at 1-800-862-6668 Monday through Thursday, 8:00 a.m. to 7:00 p.m., or Friday, 9:15 a.m. to 6:00 p.m., Eastern Time.
Additionally, you may view your contract value and other contract details by logging in to the Annuity Service Center at www.thehartford.com/annuities.

Sincerely,
Hartford Life and Annuity Insurance Company and Hartford Life Insurance Company

## The Director

## HARTFORD LIFE INSURANCE COMPANY

SEPARATE ACCOUNT TWO (EST. 6/2/86)
PO BOX 14293
LEXINGTON, KY 40512-4293
1-800-862-6668 (CONTRACT OWNERS) 1-800-862-7155 (INVESTMENT PROFESSIONALS)
www.thehartford.com/annuities

On December 3, 2017, a Stock and Asset Purchase Agreement (the "Purchase Agreement") was entered into by and among Hartford Holdings, Inc. ("HHI") and its parent company, The Hartford Financial Services Group, Inc. ("HFSG"), Hopmeadow Acquisition, Inc. ("Buyer"), Hopmeadow Holdings, LP ("Buyer Parent") and Hopmeadow Holdings GP LLC ("Buyer Parent GP"), pursuant to which HHI agreed to sell all of the issued and outstanding equity of Hartford Life, Inc. ("HLI"), the parent of Hartford Life Insurance Company ("HLIC") and its indirect wholly owned subsidiary, Hartford Life and Annuity Insurance Company, to Buyer (the "Talcott Resolution Sale Transaction"). Buyer, Buyer Parent and Buyer Parent GP are funded by a group of investors (the "Investor Group") led by Cornell Capital LLC, Atlas Merchant Capital LLC, TRB Advisors LP, Global Atlantic Financial Group, Pine Brook and J. Safra Group. HHI will also be a member of the Investor Group.
The closing of the Talcott Resolution Sale Transaction is subject to regulatory approvals, and the satisfaction of other closing conditions. Talcott Resolution will continue to administer and provide all contractual benefits of your annuity. The terms, features and benefits of your insurance contract will NOT change as a result of the Sale. The Talcott Resolution Sale Transaction is expected to close in the first half of 2018.
Additional information regarding the Talcott Resolution Sale Transaction can be found on The Hartford's* website at https://ir.thehartford.com and in Current Reports on Form 10-K filed by HFSG on February 23, 2018 and by HLIC on March 1, 2018 with the Securities and Exchange Commission.
*The Hartford Financial Services Group, Inc., (NYSE: HIG) operates through its subsidiaries under the brand name, The Hartford, and is headquartered in Hartford, Conn.

The variable annuity products described in this prospectus are no longer for sale. In 2013, We announced that we would no longer be selling or issuing annuity products and part of the company's long-term strategy is to reduce the liabilities associated with the in-force annuity block of business. However, we continue to administer the in force annuity contracts. This variable annuity prospectus describes a contract between each Owner and joint Owner ("you") and Hartford Life Insurance Company ("us," "we" or "our"). You should read the terms of your annuity contract, including any riders, as your contract contains the specific terms of the benefits, limitations, restrictions, costs and obligations regarding your annuity. This is an individual, deferred, flexible-premium variable annuity. This prospectus describes about Series VI of The Director variable annuity. Please read it carefully before you purchase your variable annuity. This prospectus also describes Series II, Series IIR, Series III, Series IV and Series V of The Director variable annuity. This Contract and its features may not have been available for sale in all states.
At the time you purchased your Contract, you allocated your Premium Payment to "Sub-Accounts". These are subdivisions of our Separate Account, an account that keeps your Contract assets separate from our company assets. The SubAccounts then purchased shares of mutual funds set up exclusively for variable annuity or variable life insurance products. These are not the same mutual funds that you buy through your stockbroker or through a retail mutual fund. They may have similar investment strategies and the same portfolio managers as retail mutual funds. This Contract offers you Funds with investment strategies ranging from conservative to aggressive and you may pick those Funds that meet your investment goals and risk tolerance. The Funds are part of the following Portfolio companies: AIM Variable Insurance Funds, Hartford HLS Funds and Hartford Investment Management Company.
If you purchased Series III, Series IV, Series V or Series VI, you may also allocate some or all of your Premium Payment to the Fixed Accumulation Feature, which pays an interest rate guaranteed for a certain time period from the time the Premium Payment is made. Premium Payments allocated to the Fixed Accumulation Feature are not segregated from our company assets like the assets of the Separate Account.
Please read this prospectus carefully and keep it for your records for future reference. You can contact us to get a

Statement of Additional Information free of charge. The Statement of Additional Information contains more information about this Contract and, like this prospectus, is filed with the Securities and Exchange Commission ("SEC" or "Commission"). We have included the Table of Contents for the Statement of Additional Information at the end of this prospectus. Although we file this prospectus and the Statement of Additional Information with the SEC, the SEC doesn't approve or disapprove these securities or determine if the information in this prospectus is truthful or complete. Anyone who represents that the SEC does these things may be guilty of a criminal offense. This prospectus and the Statement of Additional Information can also be obtained from us by calling 1-800-862-6668 or the SEC's website (www.sec.gov). This variable annuity may not be suitable for everyone. This variable annuity may not be appropriate for people who do not have a long investment time horizon and is not appropriate for people who intend to engage in market timing. You will get no additional tax advantage from this variable annuity if you are investing through a tax-advantaged retirement plan (such as a $401(\mathrm{k})$ plan or Individual Retirement Account ("IRA")). This prospectus is not intended to provide tax, accounting or legal advice. Pursuant to IRS Circular 230, you are hereby notified of the following: The information contained in this document is not intended to (and cannot) be used by anyone to avoid IRS penalties. This document supports the promotion and marketing of insurance products. You should seek advice based on your particular circumstances from an independent tax adviser. This product is not intended to provide tax, accounting or legal advice. Please consult with your tax accountant or attorney prior to finalizing or implementing any tax or legal strategy or for any tax, accounting or legal advice concerning your situation.

## Four Simple Steps to Safeguard Your Account Against Fraud

We take protection of our customer accounts and information seriously. With the number of security breaches on the rise, it is a good time to remind you, our clients, to increase your awareness and protect yourself from fraud. We recommend four easy ways you can help protect yourself and your investments.

## 1. Strengthen Your Password

A strong password is your primary line of defense, which is why criminals attempt to acquire them. Passwords should be complex and difficult to guess. In order to ensure their ongoing effectiveness, passwords should be changed on a regular basis.

## 2. Keep Your Information Current

Make sure your contact information, including mailing address, email address and phone number is up to date with us. This will ensure that you receive your important documents.

## 3. Be Aware

Learn to recognize phishing emails, suspicious phone calls and texts from individuals posing as legitimate organizations, such as a bank, credit card company and government agencies. Do not click on links or download attachments from unknown sources.

## 4. Review Your Account Statements and Notify Law Enforcement of Suspicious Activity

As a precautionary measure, we recommend that you remain vigilant by reviewing your account statements and credit reports closely. If you detect any suspicious activity on an account, you should promptly notify the financial institution or company with which the account is maintained. You also should promptly report any fraudulent activity or suspected incidence of identity theft to proper law enforcement authorities or the Federal Trade Commission (FTC). To file a complaint with the FTC, you may do so at www.ftc.gov/idtheft or call 1-877-ID-THEFT (877-438-4338). The FTC mailing address is 600 Pennsylvania Ave. NW, Washington, DC 20580. Complaints filed with the FTC will be added to the FTC's Identity Theft Data Clearinghouse, which is a database made available to law enforcement agencies.

## Obtain a Copy of Your Credit Report

You may obtain a free copy of your credit report from each of the three major credit reporting agencies once every 12 months by visiting www.annualcreditreport.com, calling toll-free 877-322-8228, or by completing an Annual Credit Report Request Form (found on the website) and mailing it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348.
Or you can elect to purchase a copy of your credit report by contacting one of the three national credit reporting agencies. Contact information for the three national credit reporting agencies is provided below:

| Equifax | Experian | Transunion |
| :--- | :--- | :--- |
| (800) 685-1111 | (888) 397-3742 | (800) 888-4213 |
| www.equifax.com | www.experian.com | www.transunion.com |
| P.O. Box 740241 | P.O. Box 2002 | P.O. Box 1000 |
| Atlanta, GA 30374 | Allen, TX 75013 | Chester, PA 19016 |

## Additional Free Resources on Identity Theft

You may wish to review the tips provided by the FTC on how to avoid identity theft. For more information, please visit www.consumer.ftc.gov/topics/privacy-identity or call 1-877-ID THEFT (877-438-4338).
We are not an investment adviser nor are we registered as such with the SEC or any state securities regulatory authority. We are not acting in any fiduciary capacity with respect to your investment. This information does not constitute personalized investment advice or financial planning advice.


Date of Prospectus: May 1, 2018
Date of Statement of Additional Information: May 1, 2018

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## Definitions

These terms are capitalized when used throughout this prospectus. Please refer to these defined terms if you have any questions as you read your prospectus.

Account: Any of the Sub-Accounts or the Fixed Accumulation Feature (not available for Series II or Series IIR).
Accumulation Units: If you allocate your Premium Payment to any of the Sub-Accounts, we will convert those payments into Accumulation Units in the selected Sub-Accounts. Accumulation Units are valued at the end of each Valuation Day and are used to calculate the value of your Contract prior to Annuitization.

Accumulation Unit Value: The daily price of Accumulation Units on any Valuation Day.
Administrative Office: Our overnight mailing address is: The Hartford - Annuity Service Operations, 1338 Indian Mound Drive, Mt. Sterling, KY 40353. Our standard mailing address is The Hartford - Annuity Service Operations, PO Box 14293, Lexington, KY 40512-4293.
Anniversary Value: The value equal to the Contract Value as of a Contract Anniversary, adjusted for subsequent Premium Payments and partial Surrenders.

Annual Maintenance Fee: An annual $\$ 25(\$ 30$ for Series VI$)$ charge deducted on a Contract Anniversary or upon full Surrender. For Series VI, if the Contract Value at either of those times is more than $\$ 50,000$ the fee is waived. The charge is deducted proportionately from each Account in which you are invested.

Annual Withdrawal Amount (AWA): This is the amount you can Surrender per Contract Year without paying a Contingent Deferred Sales Charge. This amount is non-cumulative, meaning that it cannot be carried over from one year to the next.
Annuitant: The person on whose life the Contract is issued. The Annuitant may not be changed after your Contract is issued.
Annuity Commencement Date: The later of the 10th Contract Anniversary or the date the Annuitant reaches age 90 unless you choose an earlier date.
Annuity Payout: The money we pay out after the Annuity Commencement Date for the duration and frequency you select. Annuity Payout Option: Any of the options available for payout after the Annuity Commencement Date or death of the Contract Owner or Annuitant.

Annuity Unit: The unit of measure we use to calculate the value of your Annuity Payouts under a variable dollar amount Annuity Payout Option.
Annuity Unit Value: The daily price of Annuity Units on any Valuation Day.
Beneficiary: The person(s) entitled to receive benefits pursuant to the terms of the Contract upon the death of any Contract Owner, joint Contract Owner or Annuitant.
Code: The Internal Revenue Code of 1986, as amended.
Commuted Value: The present value of any remaining guaranteed Annuity Payouts. This amount is calculated using the Assumed Investment Return for variable dollar amount Annuity Payouts and a rate of return determined by us for fixed dollar amount Annuity Payouts.

Contingent Annuitant: The person you may designate to become the Annuitant if the original Annuitant dies before the Annuity Commencement Date. You must name a Contingent Annuitant before the original Annuitant's death.
Contingent Deferred Sales Charge: The deferred sales charge that may apply when you make a full or partial Surrender.
Contract Anniversary: The anniversary of the date we issued your Contract. If the Contract Anniversary falls on a NonValuation Day, then the Contract Anniversary will be the next Valuation Day.
Contract Owner, Owner or you: The owner or holder of the Contract described in this prospectus including any joint Owner(s). We do not capitalize "you" in the prospectus.
Contract Value: The total value of the Accounts on any Valuation Day.
Contract Year: Any 12 month period between Contract Anniversaries, beginning with the date the Contract was issued.
Death Benefit: The amount payable if the Contract Owner, joint Contract Owner or the Annuitant dies before the Annuity Commencement Date.

Deferred Annuity Commencement Date: The Annuitant's 100th birthday.

Dollar Cost Averaging: A program that allows you to systematically make transfers between Accounts available in your Contract.

Financial Intermediary: The broker dealer through whom you purchased your contract or the investment professional who is listed in our administrative systems as the agent of record on your Contract and services your Contract.
Fixed Accumulation Feature: Part of our General Account where you are able to allocate a portion of your Contract Value. In the Contract, this is defined as the "Fixed Account." This Account is not available for Series II or Series IIR.
General Account: The General Account includes our company assets including any money you have invested in the Fixed Accumulation Feature.
In Good Order: Certain transactions require your authorization and completion of requisite forms. Such transactions will not be considered in good order unless received by us in our Administrative Office or via telephone or facsimile. Generally, our request for documentation will be considered in good order when we receive all of the requisite information on the form required by us.
Joint Annuitant: The person on whose life Annuity Payouts are based if the Annuitant dies after Annuitization. You may name a Joint Annuitant only if your Annuity Payout Option provides for a survivor. The Joint Annuitant may not be changed.
Maximum Anniversary Value: This is the highest Anniversary Value, adjusted for subsequent Premium Payments and withdrawals, prior to the deceased's 81st birthday or the date of death, if earlier. This is not available in Series II, Series IIR, Series III, Series VI or Series V.
Net Investment Factor: This is used to measure the investment performance of a Sub-Account from one Valuation Day to the next, and is also used to calculate your Annuity Payout amount.
Non-Valuation Day: Any day the New York Stock Exchange is not open for trading.
Optional Death Benefit Rider: This was an amendment to your contract, which if you elected it, allowed you to add new Death Benefit calculations to your contract and modify the spousal contract continuation provision of your annuity. If you elected the Optional Death Benefit Rider you will have to pay an additional charge on a daily basis which is equal to an annual charge of . $15 \%$ of your Contract Value invested in the Funds.
Payee: The person or party you designate to receive Annuity Payouts.
Premium Payment: Money sent to us to be invested in your Contract.
Premium Tax: The amount of tax, if any, charged by federal, state, or other governmental entity on Premium Payments or Contract Values. On any contract subject to a Premium Tax, We may deduct the tax on a pro-rata basis from the Sub-Accounts at the time We pay the tax to the applicable taxing authorities, at the time the contract is surrendered, at the time death benefits are paid or on the Annuity Commencement Date. The Premium Tax rate varies by state or municipality. Currently the maximum rate charged by any state is $3.5 \%$ and $1.0 \%$ in Puerto Rico.

Qualified Contract: A contract issued to qualify under Sections 401, 403 or 408 of the Internal Revenue Code.
Required Minimum Distribution: A federal requirement that individuals age $701 / 2$ and older must take a distribution from their tax-qualified retirement account by December 31, each year. For employer sponsored qualified Contracts, the individual must begin taking distributions at the age of $701 / 2$ or upon retirement, whichever comes later.
Spouse: A person related to a Contract Owner by marriage pursuant to the Code.
Sub-Account Value: The value on or before the Annuity Calculation Date, which is determined on any day by multiplying the number of Accumulation Units by the Accumulation Unit Value for that Sub-Account.

Surrender: A complete or partial withdrawal from your Contract.
Surrender Value: The amount we pay you if you terminate your Contract before the Annuity Commencement Date. The Surrender Value is equal to the Contract Value minus any applicable charges (subject to rounding).
Valuation Day: Every day the New York Stock Exchange is open for trading. Values of the Separate Account are determined as of the close of the New York Stock Exchange, generally 4:00 p.m. Eastern Time.
Valuation Period: The time span between the close of trading on the New York Stock Exchange from one Valuation Day to the next.

## Fee Tables <br> Director Series II/IIR

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Contract.
This table describes the fees and expenses that you will pay at the time that you purchase the Contract or Surrender the Contract. Charges for state premium taxes may also be deducted when you purchase the Contract, upon Surrender or when we start to make Annuity Payouts.
Contract Owner Transaction Expenses

| Sales Charge Imposed on Purchases (as a percentage of Premium Payments) | None |
| :--- | ---: |
| Contingent Deferred Sales Charge (as a percentage of Premium Payments) (1) |  |
| First Year and Second Year (2) | $5 \%$ |
| Third Year | $4 \%$ |
| Fourth Year | $3 \%$ |
| Fifth Year | $2 \%$ |
| Sixth Year | $0 \%$ |

(1) Each Premium Payment has its own Contingent Deferred Sales Charge schedule. The Contingent Deferred Sales Charge is not assessed on partial Surrenders which do not exceed the Annual Withdrawal Amount. We waive the Contingent Deferred Sales Charge on certain types of Surrenders. See the Contingent Deferred Sales Charge in the Charges and Fees Section of this prospectus.
(2) Length of time from premium payment.

Contract Owner Periodic Expenses
This table describes the fees and expenses that you will pay periodically and on a daily basis during the time that you own the Contract, not including fees and expenses of the underlying Funds.

| Annual Maintenance Fee | $\mathbf{\$ 2 5}$ |
| :--- | :---: |
| Separate Account Annual Expenses (as a percentage of average daily Sub-Account Value) <br> Mortality and Expense Risk | $1.25 \%$ |
| Total Separate Account Annual Expenses | $1.25 \%$ |
| Optional Charges (as a percentage of average daily Sub-Account Value) | $0.15 \%$ |
| Optional Death Benefit Charge | $1.40 \%$ |
| Total Separate Account Annual Expenses with the Optional Death Benefit Rider Charge |  |

This table shows the minimum and maximum total annual Fund operating expenses charged by the underlying Funds that you may pay on a daily basis during the time that you own the Contract. More detail concerning each Fund's fees and expenses is contained in the prospectus for each Fund.

Total Annual Fund Operating Expenses
Minimum Maximum
(these are expenses that are deducted from Sub-Account assets, including management fees, Rule 12b-1 distribution $\begin{array}{lll}\text { and/or service fees, and other expenses) } & 0.16 \% & 0.92 \%\end{array}$

## EXAMPLE

This Example is intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity contracts. The Example reflects a deduction for any Contingent Deferred Sales Charge, Annual Maintenance Fee, maximum Separate Account Annual Expenses including all Optional Charges, and the highest Total Annual Fund Operating Expenses of the underlying Funds. The Example does not reflect the deduction of any applicable Premium Taxes, income taxes or tax penalties you may be required to pay if you Surrender your Contract. If you did not select all of the optional benefits, your expenses would be lower than those shown in the Example. The Example should not be considered a representation of past or future expenses and actual expenses may be greater or less than those shown. In the following Example table, we assume a Contract Value of $\$ 40,000$ to illustrate the charges that would be deducted. Our average Contract Value is $\$ 80,000$, but we use a smaller Contract Value so that we can show you the highest possible deductions. The Example assumes the Annual Maintenance Fee will always be deducted if the Contract is Surrendered. We change the Annual Maintenance Fee for a $\mathbf{\$ 4 0 , 0 0 0}$ Contract Value into
a percentage to more easily calculate the charges. The percentage we use is $0.075 \%$.
The Example assumes that you invest $\$ 10,000$ in the Contract for the time periods indicated. The Example also assumes that your investment has a 5\% return each year and assumes the highest Total Annual Fund Operating Expenses. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:
(1) If you Surrender your Contract at the end of the applicable time period:

| 1 year | $\$$ | 724 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 1,194 |
| 5 years | $\$$ | 1,571 |
| 10 years | $\$$ | 2,900 |

(2) If you annuitize at the end of the applicable time period:

| 1 year | $\$$ | 238 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 780 |
| 5 years | $\$$ | 1,347 |
| 10 years | $\$$ | 2,875 |

(3) If you do not Surrender your Contract:

| 1 year | $\$$ | 263 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 805 |
| 5 years | $\$$ | 1,372 |
| 10 years | $\$$ | 2,900 |

## Fee Tables <br> Director Series III

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Contract.
This table describes the fees and expenses that you will pay at the time that you purchase the Contract or Surrender the Contract. Charges for state premium taxes may also be deducted when you purchase the Contract, upon Surrender or when we start to make Annuity Payouts.
Contract Owner Transaction Expenses

| Sales Charge Imposed on Purchases (as a percentage of Premium Payments) | None |
| :--- | :---: |
| Contingent Deferred Sales Charge (as a percentage of Premium Payments) (1) |  |
| First Year (2) | $6 \%$ |
| Second Year | $6 \%$ |
| Third Year | $6 \%$ |
| Fourth Year | $6 \%$ |
| Fifth Year | $5 \%$ |
| Sixth Year | $4 \%$ |
| Seventh Year | $0 \%$ |

(1) Each Premium Payment has its own Contingent Deferred Sales Charge schedule. The Contingent Deferred Sales Charge is not assessed on partial Surrenders which do not exceed the Annual Withdrawal Amount. We waive the Contingent Deferred Sales Charge on certain types of Surrenders. See the Contingent Deferred Sales Charge in the Charges and Fees Section of this prospectus.
(2) Length of time from premium payment.

Contract Owner Periodic Expenses
This table describes the fees and expenses that you will pay periodically and on a daily basis during the time that you own the Contract, not including fees and expenses of the underlying Funds.

| Annual Maintenance Fee | $\mathbf{\$ 2 5}$ |
| :--- | :---: |
| Separate Account Annual Expenses (as a percentage of average daily Sub-Account Value) <br> Mortality and Expense Risk | $1.25 \%$ |
| Total Separate Account Annual Expenses | $1.25 \%$ |
| Optional Charges (as a percentage of average daily Sub-Account Value) |  |
| Optional Death Benefit Charge | $0.15 \%$ |
| Total Separate Account Annual Expenses with the Optional Death Benefit Rider Charge | $1.40 \%$ |

This table shows the minimum and maximum total annual Fund operating expenses charged by the underlying Funds that you may pay on a daily basis during the time that you own the Contract. More detail concerning each Fund's fees and expenses is contained in the prospectus for each Fund.

## Total Annual Fund Operating Expenses Minimum Maximum

(these are expenses that are deducted from Sub-Account assets, including management fees, Rule 12b-1 distribution $\begin{array}{ll}\text { and/or service fees, and other expenses) } & 0.16 \%\end{array}$

## EXAMPLE

This Example is intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity contracts. The Example reflects a deduction for any Contingent Deferred Sales Charge, Annual Maintenance Fee, maximum Separate Account Annual Expenses including all Optional Charges, and the highest Total Annual Fund Operating Expenses of the underlying Funds. The Example does not reflect the deduction of any applicable Premium Taxes, income taxes or tax penalties you may be required to pay if you Surrender your Contract. If you did not select all of the optional benefits, your expenses would be lower than those shown in the Example.
The Example should not be considered a representation of past or future expenses and actual expenses may be greater or less than those shown. In the following Example table, we assume a Contract Value of $\$ 40,000$ to illustrate the charges that would be deducted. Our average Contract Value is $\mathbf{\$ 8 0 , 0 0 0}$, but we use a smaller Contract Value so
that we can show you the highest possible deductions. The Example assumes the Annual Maintenance Fee will always be deducted if the Contract is Surrendered. We change the Annual Maintenance Fee for a $\$ 40,000$ Contract Value into a percentage to more easily calculate the charges. The percentage we use is $0.075 \%$.
The Example assumes that you invest $\$ 10,000$ in the Contract for the time periods indicated. The Example also assumes that your investment has a 5\% return each year and assumes the highest Total Annual Fund Operating Expenses. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:
(1) If you Surrender your Contract at the end of the applicable time period:

| 1 year | $\$$ | 816 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 1,389 |
| 5 years | $\$$ | 1,871 |
| 10 years | $\$ 2,900$ |  |

(2) If you annuitize at the end of the applicable time period:

| 1 year | $\$$ | 238 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 780 |
| 5 years | $\$ 1,347$ |  |
| 10 years | $\$ 2,875$ |  |

(3) If you do not Surrender your Contract:

| 1 year | $\$$ | 263 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 805 |
| 5 years | $\$$ | 1,372 |
| 10 years | $\$$ | 2,900 |

## Fee Tables <br> Director Series IV

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Contract.
This table describes the fees and expenses that you will pay at the time that you purchase the Contract or Surrender the Contract. Charges for state premium taxes may also be deducted when you purchase the Contract, upon Surrender or when we start to make Annuity Payouts.
Contract Owner Transactions Expenses

| Sales Charge Imposed on Purchases (as a percentage of Premium Payments) | None |
| :--- | :---: |
| Contingent Deferred Sales Charge (as a percentage of Premium Payments) (1) |  |
| First Year (2) | $7 \%$ |
| Second Year | $6 \%$ |
| Third Year | $5 \%$ |
| Fourth Year | $4 \%$ |
| Fifth Year | $3 \%$ |
| Sixth Year | $2 \%$ |
| Seventh Year | $1 \%$ |
| Eighth Year | $0 \%$ |

(1) Each Premium Payment has its own Contingent Deferred Sales Charge schedule. The Contingent Deferred Sales Charge is not assessed on partial Surrenders which do not exceed the Annual Withdrawal Amount. We waive the Contingent Deferred Sales Charge on certain types of Surrenders. See the Contingent Deferred Sales Charge in the Charges and Fees Section of this prospectus.
(2) Length of time from premium payment.

## Contract Owner Periodic Expenses

This table describes the fees and expenses that you will pay periodically and on a daily basis during the time that you own the Contract, not including fees and expenses of the underlying Funds.

| Annual Maintenance Fee | $\mathbf{\$ 2 5}$ |
| :--- | :---: |
| Separate Account Annual Expenses (as a percentage of average daily Sub-Account Value) <br> Mortality and Expense Risk | $1.25 \%$ |
| $\quad$ Total Separate Account Annual Expenses | $1.25 \%$ |
| Optional Charges (as a percentage of average daily Sub-Account Value) | $0.15 \%$ |
| Optional Death Benefit Charge | $1.40 \%$ |
| Total Separate Account Annual Expenses with the Optional Death Benefit Rider Charge |  |

This table shows the minimum and maximum total annual Fund operating expenses charged by the underlying Funds that you may pay on a daily basis during the time that you own the Contract. More detail concerning each Fund's fees and expenses is contained in the prospectus for each Fund.

Total Annual Fund Operating Expenses
Minimum
Maximum
(these are expenses that are deducted from Sub-Account assets, including management fees, Rule 12b-1 distribution and/or service fees, and other expenses)
0.16\%
0.92\%

## EXAMPLE

This Example is intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity contracts. The Example reflects a deduction for any Contingent Deferred Sales Charge, Annual Maintenance Fee, maximum Separate Account Annual Expenses including all Optional Charges, and the highest Total Annual Fund Operating Expenses of the underlying Funds. The Example does not reflect the deduction of any applicable Premium Taxes, income taxes or tax penalties you may be required to pay if you Surrender your Contract. If you did not select all of the optional benefits, your expenses would be lower than those shown in the Example.
The Example should not be considered a representation of past or future expenses and actual expenses may be greater or less than those shown. In the following Example table, we assume a Contract Value of $\$ 40,000$ to illustrate the charges that would be deducted. Our average Contract Value is $\$ 80,000$, but we use a smaller Contract Value so
that we can show you the highest possible deductions. The Example assumes the Annual Maintenance Fee will always be deducted if the Contract is Surrendered. If your Contract Value is $\$ 50,000$ or more, we waive the Annual Maintenance Fee, so the Example shows charges that are higher than you would have to pay. We change the Annual Maintenance Fee for a $\$ 40,000$ Contract Value into a percentage to more easily calculate the charges. The percentage we use is 0.075\%.

The Example assumes that you invest $\$ 10,000$ in the Contract for the time periods indicated. The Example also assumes that your investment has a 5\% return each year and assumes the highest Total Annual Fund Operating Expenses. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:
(1) If you Surrender your Contract at the end of the applicable time period:

| 1 year | $\$$ | 909 |
| :--- | ---: | ---: |
| 3 years | $\$ 1,292$ |  |
| 5 years | $\$ 1,671$ |  |
| 10 years | $\$ 2,900$ |  |

(2) If you annuitize at the end of the applicable time period:

| 1 year | $\$$ | 238 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 780 |
| 5 years | $\$ 1,347$ |  |
| 10 years | $\$ 2,875$ |  |

(3) If you do not Surrender your Contract:

| 1 year | $\$$ | 263 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 805 |
| 5 years | $\$$ | 1,372 |
| 10 years | $\$ 2,900$ |  |

## Fee Tables <br> Director Series V

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Contract.
This table describes the fees and expenses that you will pay at the time that you purchase the Contract or Surrender the Contract. Charges for state premium taxes may also be deducted when you purchase the Contract, upon Surrender or when we start to make Annuity Payouts.
Contract Owner Transaction Expenses

| Sales Charge Imposed on Purchases (as a percentage of Premium Payments) | None |
| :--- | :---: |
| Contingent Deferred Sales Charge (as a percentage of Premium Payments) (1) |  |
| First Year (2) | $7 \%$ |
| Second Year | $6 \%$ |
| Third Year | $5 \%$ |
| Fourth Year | $4 \%$ |
| Fifth Year | $3 \%$ |
| Sixth Year | $2 \%$ |
| Seventh Year | $1 \%$ |
| Eighth Year | $0 \%$ |

(1) Each Premium Payment has its own Contingent Deferred Sales Charge schedule. The Contingent Deferred Sales Charge is not assessed on partial Surrenders which do not exceed the Annual Withdrawal Amount. We waive the Contingent Deferred Sales Charge on certain types of Surrenders. See the Contingent Deferred Sales Charge in the Charges and Fees Section of this prospectus.
(2) Length of time from premium payment.

## Contract Owner Periodic Expenses

This table describes the fees and expenses that you will pay periodically and on a daily basis during the time that you own the Contract, not including fees and expenses of the underlying Funds.

| Annual Maintenance Fee | $\mathbf{\$ 2 5}$ |
| :--- | :---: |
| Separate Account Annual Expenses (as a percentage of average daily Sub-Account Value) |  |
| $\quad$ Mortality and Expense Risk | $1.25 \%$ |
| Total Separate Account Annual Expenses | $1.25 \%$ |
| Optional Charges (as a percentage of average daily Sub-Account Value) | $0.15 \%$ |
| Optional Death Benefit Charge | $1.40 \%$ |
| Total Separate Account Annual Expenses with the Optional Death Benefit Rider Charge |  |

This table shows the minimum and maximum total annual Fund operating expenses charged by the underlying Funds that you may pay on a daily basis during the time that you own the Contract. More detail concerning each Fund's fees and expenses is contained in the prospectus for each Fund.

Total Annual Fund Operating Expenses
Minimum
Maximum
(these are expenses that are deducted from Sub-Account assets, including management fees, Rule 12b-1 distribution and/or service fees, and other expenses)
0.16\%
0.92\%

## EXAMPLE

This Example is intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity contracts. The Example reflects a deduction for any Contingent Deferred Sales Charge, Annual Maintenance Fee, maximum Separate Account Annual Expenses including all Optional Charges, and the highest Total Annual Fund Operating Expenses of the underlying Funds. The Example does not reflect the deduction of any applicable Premium Taxes, income taxes or tax penalties you may be required to pay if you Surrender your Contract. If you did not select all of the optional benefits, your expenses would be lower than those shown in the Example.
The Example should not be considered a representation of past or future expenses and actual expenses may be greater or less than those shown. In the following Example table, we assume a Contract Value of $\$ 40,000$ to illustrate the charges that would be deducted. Our average Contract Value is $\mathbf{\$ 8 0 , 0 0 0}$, but we use a smaller Contract Value so
that we can show you the highest possible deductions. The Example assumes the Annual Maintenance Fee will always be deducted if the Contract is Surrendered. If your Contract Value is $\$ 50,000$ or more, we waive the Annual Maintenance Fee, so the Example shows charges that are higher than you would have to pay. We change the Annual Maintenance Fee for a $\$ 40,000$ Contract Value into a percentage to more easily calculate the charges. The percentage we use is 0.075\%.

The Example assumes that you invest $\$ 10,000$ in the Contract for the time periods indicated. The Example also assumes that your investment has a 5\% return each year and assumes the highest Total Annual Fund Operating Expenses. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:
(1) If you Surrender your Contract at the end of the applicable time period:

| 1 year | $\$$ | 911 |
| :--- | ---: | ---: |
| 3 years | $\$ 1,297$ |  |
| 5 years | $\$ 1,681$ |  |
| 10 years | $\$ 2,921$ |  |

(2) If you annuitize at the end of the applicable time period:

| 1 year | $\$$ | 240 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 787 |
| 5 years | $\$ 1,357$ |  |
| 10 years | $\$ 2,896$ |  |

(3) If you do not Surrender your Contract:

| 1 year | $\$$ | 265 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 812 |
| 5 years | $\$$ | 1,382 |
| 10 years | $\$$ | 2,921 |

## Fee Tables <br> Director Series VI

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Contract.
This table describes the fees and expenses that you will pay at the time that you purchase the Contract or Surrender the Contract. Charges for state premium taxes may also be deducted when you purchase the Contract, upon Surrender or when we start to make Annuity Payouts.
Contract Owner Transaction Expenses

| Sales Charge Imposed on Purchases (as a percentage of Premium Payments) | None |
| :--- | :---: |
| Contingent Deferred Sales Charge (as a percentage of Premium Payments) (1) |  |
| First Year (2) | $6 \%$ |
| Second Year | $6 \%$ |
| Third Year | $5 \%$ |
| Fourth Year | $5 \%$ |
| Fifth Year | $4 \%$ |
| Sixth Year | $3 \%$ |
| Seventh Year | $2 \%$ |
| Eighth Year | $0 \%$ |

(1) Each Premium Payment has its own Contingent Deferred Sales Charge schedule. The Contingent Deferred Sales Charge is not assessed on partial Surrenders which do not exceed the Annual Withdrawal Amount. We waive the Contingent Deferred Sales Charge on certain types of Surrenders. See the Contingent Deferred Sales Charge in the Charges and Fees Section of this prospectus.
(2) Length of time from premium payment.

## Contract Owner Periodic Expenses

This table describes the fees and expenses that you will pay periodically and on a daily basis during the time that you own the Contract, not including fees and expenses of the underlying Funds.

| Annual Maintenance Fee (3) | $\mathbf{\$ 3 0}$ |
| :--- | :---: |
| Separate Account Annual Expenses (as a percentage of average daily Sub-Account Value) |  |
| $\quad$ Mortality and Expense Risk | $1.25 \%$ |
| Total Separate Account Annual Expenses | $1.25 \%$ |
| Optional Charges (as a percentage of average daily Sub-Account Value) |  |
| Optional Death Benefit Charge | $0.15 \%$ |
| Total Separate Account Annual Expenses with the Optional Death Benefit Rider Charge | $1.40 \%$ |

(3) An annual $\$ 30$ charge deducted on a Contract Anniversary or upon full Surrender if the Contract Value at either of those times is less than $\$ 50,000$. The charge is deducted proportionately from each Sub-Account in which you are invested.
This table shows the minimum and maximum total annual Fund operating expenses charged by the underlying Funds that you may pay on a daily basis during the time that you own the Contract. More detail concerning each Fund's fees and expenses is contained in the prospectus for each Fund.

| Total Annual Fund Operating Expenses | Minimum | Maximum |
| :--- | :---: | :---: |
| (these are expenses that are deducted from Sub-Account assets, including management <br> fees, Rule 12b-1 distribution and/or service fees, and other expenses) | $0.16 \%$ | $0.92 \%$ |

## EXAMPLE

This Example is intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity contracts. The Example reflects a deduction for any Contingent Deferred Sales Charge, Annual Maintenance Fee, maximum Separate Account Annual Expenses including all Optional Charges, and the highest Total Annual Fund Operating Expenses of the underlying Funds. The Example does not reflect the deduction of any applicable Premium Taxes, income taxes or tax penalties you may be required to pay if you Surrender your Contract. If you did not select all of the optional benefits, your expenses would be lower than those shown in the Example.

The Example should not be considered a representation of past or future expenses and actual expenses may be greater or less than those shown. In the following Example table, we assume a Contract Value of $\$ 40,000$ to illustrate the charges that would be deducted. Our average Contract Value is $\$ 80,000$, but we use a smaller Contract Value so that we can show you the highest possible deductions. The Example assumes the Annual Maintenance Fee will always be deducted if the Contract is Surrendered. If your Contract Value is $\$ 50,000$ or more, we waive the Annual Maintenance Fee, so the Example shows charges that are higher than you would have to pay. We change the Annual Maintenance Fee for a $\$ 40,000$ Contract Value into a percentage to more easily calculate the charges. The percentage we use is 0.075\%.

The Example assumes that you invest $\$ 10,000$ in the Contract for the time periods indicated. The Example also assumes that your investment has a 5\% return each year and assumes the highest Total Annual Fund Operating Expenses. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:
(1) If you Surrender your Contract at the end of the applicable time period:

| 1 year | $\$$ | 817 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 1,294 |
| 5 years | $\$$ | 1,774 |
| 10 years | $\$$ | 2,904 |

(2) If you annuitize at the end of the applicable time period:

| 1 year | $\$$ | 234 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 778 |
| 5 years | $\$$ | 1,345 |
| 10 years | $\$$ | 2,874 |

(3) If you do not Surrender your Contract:

| 1 year | $\$$ | 264 |
| :--- | ---: | ---: |
| 3 years | $\$$ | 808 |
| 5 years | $\$$ | 1,375 |
| 10 years | $\$ 2,904$ |  |

## Condensed Financial Information

When Premium Payments are credited to your Sub-Accounts, they are converted into Accumulation Units by dividing the amount of your Premium Payments, minus any Premium Taxes, by the Accumulation Unit Value for that day. For more information on how Accumulation Unit Values are calculated see "How is the value of my Contract calculated before the Annuity Commencement Date?". Please refer to Appendix IX for information regarding the minimum and maximum class of Accumulation Unit Values. All classes of Accumulation Unit Values may be obtained, free of charge, by calling us at 1-800-862-6668

## Available Information

We provide information about our financial strength in reports filed with the SEC and state insurance departments. For example, we file annual reports (Form 10-K), quarterly reports (Form 10-Q) and periodic reports (Form 8-K) with the SEC. Forms 10-K and $10-\mathrm{Q}$ include information such as our financial statements, management discussion and analysis of the previous year of operations, risk factors, and other information. Form 8-K reports are used to communicate important developments that are not otherwise disclosed in the other forms described above.
You may read or copy these reports at the SEC's Public Reference Room at 100 F. Street N.E., Room 1580, Washington, D.C. 20549-2001. You may also obtain reports and other information about us by contacting us using the information stated on the cover page of this prospectus, visiting our website at www.thehartford.com/annuities or visiting at the SEC's website at www.sec.gov. You may also obtain reports and other financial information about us by contacting your state insurance department.

## Highlights

## How do I purchase this Contract?

This contract is no longer available for sale. Subsequent Premium Payments must be at least $\$ 500$, unless you take advantage of our InvestEase ${ }^{\oplus}$ Program or are part of certain retirement plans.

## What type of sales charges apply?

You didn't pay a sales charge when you purchased your contract. We may charge you a Contingent Deferred Sales Charge when you partially or fully Surrender your Contract. The Contingent Deferred Sales Charge will depend on the amount you choose to Surrender, the length of time the Premium Payment you made has been in your Contract and which Series of The Director you purchased. The Fee Tables included earlier in this prospectus or the Appendix at the end of this prospectus will indicate the appropriate Contingent Deferred Sales Charge.
You won't be charged a Contingent Deferred Sales Charge on:
$\checkmark$ The Annual Withdrawal Amount
$\checkmark$ Premium Payments or earnings that have been in your Contract for more than seven years
$\checkmark$ Distributions made due to death
$\checkmark$ Distributions under a program for substantially equal periodic payments made for your life or life expectancy
$\checkmark$ Most payments we make to you as part of your Annuity Payout

## Is there an Annual Maintenance Fee?

We deduct this $\$ 25$ fee each year on your Contract Anniversary or when you fully Surrender your Contract, if, on either of those dates, the value of your Contract is less than $\$ 50,000$. The Annual Maintenance Fee for Series VI is $\$ 30$.

## What charges will I pay on an annual basis?

In addition to the Annual Maintenance Fee, you pay the following charges each year:

- Mortality and Expense Risk Charge - This charge is deducted daily and is equal to an annual charge of $1.25 \%$ of your Contract Value invested in the Sub-Accounts.
- Annual Fund Operating Expenses - These are charges for the underlying Funds. See the Funds' prospectuses for more complete information.
- Optional Death Benefit Charge - This rider/option can no longer be elected or added after you purchase your Contract. The Optional Death Benefit adds new features to your Death Benefit calculation, depending on which Series you purchased. If you elected the Optional Death Benefit, we deduct an additional charge on a daily basis until we begin to make Annuity Payouts that is equal to an annual charge of $0.15 \%$ of your Contract Value invested in the Funds. For Series V and Series VI contracts, if you elect the Deferral Option, then upon the original Annuity Commencement Date, the Optional Death Benefit rider is terminated and the rider charge will no longer be assessed.
Charges and fees may have a significant impact on Contract Values and the investment performance of Sub-Accounts. This impact may be more significant with Contracts with lower Contract Values.


## Can I take out any of my money?

You may Surrender all or part of the amounts you have invested at any time before we start making Annuity Payouts. Once Annuity Payouts begin, you may take full or partial Surrenders under the Payments for a Designated Period Annuity Payout Option. If you have purchased Series IV or Series V, you may also take full or partial Surrenders under Life Annuity with 120, 180 or 240 Monthly Payments Certain or the Joint and Last Survivor Life Annuity with 120, 180 or 240 Monthly Payments Certain Annuity Payout Options, but only if you selected the variable dollar amount Annuity Payouts.
> You may have to pay income tax on the money you take out and, if you Surrender before you are age $591 / 2$, you may have to pay a federal income tax penalty.
> You may have to pay a Contingent Deferred Sales Charge on the money you Surrender.

## Will Hartford pay a Death Benefit?

There is a Death Benefit if the Contract Owner, joint Contract Owner (not available in Series II) or the Annuitant, if applicable, die before we begin to make Annuity Payouts. The Death Benefit will be calculated as of the date we receive a certified death certificate or other legal document acceptable to us. The Death Benefit will depend on the Series purchased and Series II, Series IIR, Series III, Series IV and Series V are described in greater detail in the Appendices at the end of this prospectus and in the Death Benefit section. Please refer to your Contract and any amendments or riders thereto that you may have received or purchased either at the time you initially purchased your Contract or thereafter for a complete description of the Death Benefit applicable to your Contract.
For all Series, the calculated Death Benefit will remain invested in the same Sub-Accounts and Fixed Accumulation Feature, according to the Contract Owner's last instructions until we receive complete written settlement instructions from the Beneficiary. Therefore, the Death Benefit amount will fluctuate with the performance of the underlying Funds. When there is more than one Beneficiary, we will calculate the Accumulation Units for each Sub-account and the dollar amount for the Fixed Accumulation Feature for each Beneficiary's portion of the proceeds.

If you purchased Series VI and If death occurs before the Annuity Commencement Date, the Death Benefit is the greatest of:

- The Contract Value on the date the death certificate or other legal document acceptable to us is received; or
- $100 \%$ of all Premium Payments paid into the Contract minus any partial Surrenders; or
- The Maximum Anniversary Value, which is described below.

The Maximum Anniversary Value is based on a series of calculations on Contract Anniversaries of Contract Values, Premium Payments and partial Surrenders. We will calculate an Anniversary Value for each Contract Anniversary prior to the deceased's 81st birthday or date of death, whichever is earlier. The Anniversary Value is equal to the Contract Value as of a Contract Anniversary, increased by the dollar amount of any Premium Payments made since that anniversary and reduced by the dollar amount of any partial Surrenders since that anniversary. The Maximum Anniversary Value is equal to the greatest Anniversary Value attained from this series of calculations.
If you elect the Optional Death Benefit Rider at an additional charge and you purchased Series II or Series IIR your Death Benefit, prior to the deceased's 90th birthday, is the greater of: the total Premium Payments you have made to us minus any amounts you have Surrendered, the Contract Value of your annuity, or your Maximum Anniversary Value starting on the Contract Anniversary immediately following the date the Optional Death Benefit Rider is added to your annuity or the Interest Accumulation Value starting on the date the Optional Death Benefit Rider is added to your annuity. If death occurs after the deceased's 90th birthday, the Death Benefit will be the greater of Contract Value, Maximum Anniversary Value or Interest Accumulation Value.
If you elect the Optional Death Benefit Rider at an additional charge and you purchased Series III, IV, or V, your Death Benefit, prior to the deceased's 85 th birthday, is the greater of: the total Premium Payments you have made to us minus any amounts you have Surrendered, the Contract Value of your annuity, or your Maximum Anniversary Value starting on the Contract Anniversary immediately following the date the Optional Death Benefit Rider is added to your annuity or the Interest Accumulation Value starting on the date the Optional Death Benefit Rider is added to your annuity or your Contract Value on the Specified Contract Anniversary immediately preceding the date of death.
If the deceased had attained age 85 , but had not attained age 90, then the Death Benefit will equal the greatest of Contract Value, $100 \%$ of all Premium Payments made under the contract, reduced by the dollar amount of any partial surrenders since the date of issue, Maximum Anniversary Value or Interest Accumulation Value. If the deceased had attained age 90, the Death Benefit will be the greatest of Contract Value, Maximum Anniversary Value or Interest Accumulation Value. The Optional Death Benefit Rider was not available in Washington or New York.
For Series V and Series VI contracts, if you elect the Deferral Option, then on and after the original Annuity Commencement Date, your Death Benefit will equal the Contract Value calculated as of the date of receipt of Due Proof of Death at our Administrative Office. During the time period between our receipt of Due Proof of Death and our receipt of complete settlement instructions from each Beneficiary, the calculated Death Benefit amount will be subject to market fluctuations. No other Death Benefit or optional Death Benefits apply. All optional Death Benefits and their associated charges will terminate. Please see the section titled Annuity Commencement Date Deferral Option for more information.

## What Annuity Payout Options are available?

When it comes time for us to make payouts, you may choose one of the following Annuity Payout Options: Life Annuity, Life Annuity with a Cash Refund, Life Annuity with 120, 180 or 240 Monthly Payments Certain, Joint and Last Survivor Life Annuity, and Payments for a Period Certain. We may make other Annuity Payout Options available at any time.
You must begin to take payments by the Annuity Commencement Date, which is before the Annuitant's 90th birthday or the end of the 10th Contract Year, whichever comes later. As of October 4, 2013, we no longer allow Contract Owners to extend their Annuity Commencement Date even though we may have granted extensions in the past to you or other similarly situated investors. If you do not tell us what Annuity Payout Option you want before that time, we will pay you under the variable Life Annuity with 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 120 months. On or about February 1, 2016, we will allow eligible Contract Owners to defer their Annuity Commencement Date pursuant to the provisions outlined in the Annuity Commencement Date Deferral Option section.
If you defer your Annuity Commencement Date, the Life Annuity with 120, 180, or 240 Monthly Payments Certain Annuity Payout Option will be referred to as the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option. For Qualified Contracts, if you defer your Annuity Commencement Date, the minimum periods for the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments will be 60 months. For non-Qualified Contracts, if you defer your Annuity Commencement Date, the minimum periods for the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments will be 120 months.
For Qualified Contracts, if you defer your Annuity Commencement Date and if, between your Annuity Commencement Date and your Deferred Annuity Commencement Date, you do not tell us which Annuity Payout Option you want, we will pay you under the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 60 months. For non-Qualified Contracts, if you defer your Annuity Commencement Date and if, between your Annuity Commencement Date and your Deferred Annuity Commencement Date, you do not tell us which Annuity Payout Option you
want, we will pay you under the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 120 months.
Depending on the investment allocation of your Contract in effect on the Annuity Commencement Date, we will make Automatic Annuity Payouts that are:

- fixed dollar amount Automatic Annuity Payouts,
- variable dollar amount Automatic Annuity Payouts, or
- a combination of fixed dollar amount and variable dollar amount Automatic Annuity Payouts.


## Can I defer my Annuity Commencement Date?

If you are eligible, you may elect a one-time deferral of your Annuity Commencement Date. To elect this option we must receive at our Administrative Office the Annuity Commencement Date Deferral Option Form In Good Order during the Election Period. The Election Period begins when we send you the Deferral Option rider and ends on your Annuity Commencement Date. The Deferral Option rider will become effective on the Annuity Commencement Date. For more information please see the section titled Annuity Commencement Date Deferral Option.

## General Contract Information

The Company - We are a stock life insurance company. Hartford Life Insurance Company is authorized to do business in all states of the United States and the District of Columbia. Hartford Life Insurance Company was originally incorporated under the laws of Massachusetts on June 5, 1902, and subsequently redomiciled to Connecticut. Our corporate offices are located in Hartford, Connecticut. We are ultimately controlled by The Hartford Financial Services Group, Inc.
All guarantees under the Contract are subject to each issuing company's financial strength and claims-paying capabilities. We provide information about our financial strength in reports filed with the SEC and/or state insurance departments. For example, we file annual reports (Form 10-K), quarterly reports (Form 10-Q) and periodic reports (Form 8-K) with the SEC. Forms 10-K and 10-Q include information such as our financial statements, management discussion and analysis of the previous year of operations, risk factors, and other information. Form 8-K reports are used to communicate important developments that are not otherwise disclosed in the other forms described above. You may read or copy these reports at the SEC's Public Reference Room at 100 F. Street N.E., Room 1580, Washington, D.C. 20549-2001. You may also obtain reports and other information about us by contacting us using the information stated on the cover page of this prospectus, visiting our website at www.thehartford.com/annuities or visiting the SEC's website at www.sec.gov. You may also obtain reports and other financial information about us by contacting your state insurance department.
The General Account - The Fixed Accumulation Feature is part of our General Account. Any amounts that we are obligated to pay under the Fixed Accumulation Feature and any other payment obligation we undertake under the Contract are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. We invest the assets of the General Account according to the laws governing the investments of insurance company general accounts. The General Account is not a bank account and is not insured by the FDIC or any other government agency. We receive a benefit from all amounts held in our General Account. Amounts in our General Account are available to our general creditors. We issue other types of insurance policies and financial products and pay our obligations under these products from our assets in the General Account.
The Separate Account - We set aside and invest the assets of some of our annuity contracts, including these Contracts, in a Separate Account. These Separate Accounts are registered as unit investment trusts under the 1940 Act. This registration does not involve supervision by the SEC of the management or the investment practices of a Separate Account or us. Separate Accounts meet the definition of "Separate Account" under federal securities law. The Separate Accounts referenced in this prospectus hold only assets for variable annuity contracts. These Separate Accounts:

- hold assets for your benefit and the benefit of other Contract Owners, and the persons entitled to the payouts described in the Contract;
- are not subject to the liabilities arising out of any other business we may conduct;
- are not affected by the rate of return of our General Account or by the investment performance of any of our other Separate Accounts;
- may be subject to liabilities of other variable annuity contracts offered by this Separate Account which are not described in this prospectus; and
- are credited with income and gains, and takes losses, whether or not realized, from the assets they hold without regard to our other income, gains or loss.
We do not guarantee the investment results of the Separate Account.
In a low interest rate environment, yields for Money Market Sub-Accounts, after deduction of the Mortality and Expense Risk Charge, Administrative Expense Charge and Charges for Optional Benefits (if applicable), may be negative even though the underlying Fund's yield, before deducting for such charges, is positive. If you allocate a portion of your Contract Value to a

Money Market Sub-Account or participate in an Asset Allocation Program where Contract Value is allocated to a Money Market Sub-Account under the applicable asset allocation model, that portion of your Contract Value may decrease in value.
The Funds - At the time you purchased your Contract, you allocated your Premium Payments to Sub-Accounts. These are subdivisions of our Separate Account, an account that keeps your Contract assets separate from our company assets. The Sub-Accounts then purchase shares of mutual funds set up exclusively for variable annuity or variable life insurance products. These are not the same mutual funds that you buy through your investment professional even though they may have similar investment strategies and the same portfolio managers. Each Fund has varying degrees of investment risk. Funds are also subject to separate fees and expenses such as management fees, distribution charges and operating expenses. "Masterfeeder" or "fund of funds" ("feeder funds") invest substantially all of their assets in other funds and will therefore bear a prorata share of fees and expenses incurred by both funds. This will reduce your investment return. Please contact us to obtain a copy of the prospectuses for each Fund (or for any feeder funds). Read these prospectuses carefully before investing. We do not guarantee the investment results of any Fund. Certain Funds may not be available in all states and in all Contract classes. Please see Appendix VI for additional information.
Mixed and Shared Funding - Fund shares may be sold to our other Separate Accounts, our insurance company affiliates or other unaffiliated insurance companies to serve as an underlying investment for variable annuity contracts and variable life insurance policies, pursuant to a practice known as mixed and shared funding. As a result, there is a possibility that a material conflict may arise between the interests of Owners, and other Contract Owners investing in these Funds. If a material conflict arises, we will consider what action may be appropriate, including removing the Fund from the Separate Account or replacing the Fund with another underlying Fund.
Voting Rights - We are the legal owners of all Fund shares held in the Separate Account and we have the right to vote at the Funds' shareholder meetings. To the extent required by federal securities laws or regulations, we will:

- notify you of any Fund shareholders' meeting if the shares held for your Contract may be voted;
- send proxy materials and a form of instructions that you can use to tell us how to vote the Fund shares held for your Contract;
- arrange for the handling and tallying of proxies received from Owners;
- vote all Fund shares attributable to your Contract according to timely instructions received from you, and
- vote all Fund shares for which no timely voting instructions are received in the same proportion as shares for which timely voting instructions have been received.
If any federal securities laws or regulations, or their present interpretation, change to permit us to vote Fund shares on our own, we may decide to do so. You may attend any shareholder meeting at which Fund shares held for your Contract may be voted. After we begin to make Annuity Payouts to you, the number of votes you have will decrease. There is no minimum number of shares for which we must receive timely voting instructions before we vote the shares. Therefore, as a result of proportional voting, the instruction of a small number of Owners could determine the outcome of matters subject to shareholder vote.
Substitutions, Additions, or Deletions of Funds - Subject to any applicable law, we may make certain changes to the Funds offered under your Contract. We may, at our discretion, establish new Funds. New Funds may be made available to existing Owners as we deem appropriate. We may also close one or more Funds to additional Premium Payments or transfers from existing Funds. We may liquidate one or more Sub-Accounts if the board of directors of any Fund determines that such actions are prudent. Unless otherwise directed, investment instructions will be automatically updated to reflect the Fund surviving after any merger, substitution or liquidation.
We may eliminate the shares of any of the Funds from the Contract for any reason and we may substitute shares of another registered investment company for the shares of any Fund already purchased or to be purchased in the future by the Separate Account. To the extent required by the 1940 Act, substitutions of shares attributable to your interest in a Fund will not be made until we have the approval of the SEC, and we have notified you of the change.
In the event of any substitution or change, we may, by appropriate endorsement, make any changes in the Contract necessary or appropriate to reflect the substitution or change. If we decide that it is in the best interest of the Owners, the Separate Account may be operated as a management company under the 1940 Act or any other form permitted by law, may be de-registered under the 1940 Act in the event such registration is no longer required, or may be combined with one or more other Separate Accounts.
Fees and Payments We Receive from Funds and related parties - We receive substantial fees and payments with respect to the Funds that are offered through your Contract (sometimes referred to as revenue sharing payments). We consider these fees and payments, among a number of facts, when deciding to include a Fund that we offer through the Contract. All of the Funds that are offered through your Contract make payments to us or an affiliate. We receive these payments and fees under agreements between us and a Fund's principal underwriter, transfer agent, investment adviser and/or other entities related to the Funds in amounts up to $0.55 \%$ of assets invested in a Fund. These fees and payments may include asset-based sales compensation and service fees under Premium Based Charges and/or servicing plans adopted by Funds pursuant to Rule

12b-1 under the Investment Company Act of 1940. These fees and payments may also include administrative service fees and additional payments, expense reimbursements and other compensation. We expect to make a profit on the amount of the fees and payments that exceed our own expenses, including our expenses of payment compensation to broker-dealers, financial institutions and other persons for selling the Contracts.
The availability of these types of arrangements creates an incentive for us to seek and offer Funds (and classes of shares of such Funds) that pay us revenue sharing. Other Funds (or available classes of shares) may have lower fees and better overall investment performance. As of December 31, 2017, we have entered into arrangements to receive administrative service payments and/or Rule 12b-1 fees from each of the following Fund complexes (or affiliated entities):
AllianceBernstein Variable Products Series Funds \& Alliance Bernstein Investments, American Century Investment Services Inc., BlackRock Advisors, LLC, BlackRock Investment, LLC, Columbia Management Distributors, Inc., Fidelity Distributors Corporation, Fidelity Investments Institutional Operations Company, Franklin Templeton Services, LLC, The Huntington Funds, Invesco Advisors Inc., Invesco Distributors Inc., Lord Abbett Series Fund \& Lord Abbett Distributor, LLC, MFS Fund Distributors, Inc. \& Massachusetts Financial Services Company, Morgan Stanley Distribution, Inc. \& Morgan Stanley Investment Management \& The Universal Institutional Funds, JPMorgan Investment Advisors, Inc., Oppenheimer Variable Account Funds \& Oppenheimer Funds Distributor, Inc., Pioneer Variable Contracts Trust \& Pioneer Investment Management, Inc. \& Pioneer Funds Distributor, Inc., Prudential Investment Management Services, LLC, Putnam Retail Management Limited Partnership, The Victory Variable Insurance Funds \& Victory Capital Management, Inc. \& Victory Capital Advisers, Inc. and Wells Fargo Variable Trust \& Wells Fargo Fund Management, LLC.
We are affiliated with Hartford Series Fund, Inc. and Hartford HLS Series Fund II, Inc. (collectively, the HLS Funds) and HIMCO VIT Funds based on our affiliation with their investment advisers HL Investment Advisors, LLC and Hartford Investment Management Company. In addition to investment advisory fees, we, or our other insurance company affiliates, receive fees to provide, among other things, administrative, processing, accounting and shareholder services for the HLS Funds.
Not all Fund complexes pay the same amount of fees and compensation to us and not all Funds pay according to the same formula. Because of this, the amount of fees and payments received by us varies by Fund and we may receive greater or less fees and payments depending on the Funds you select. Revenue sharing payments and Rule $12 b-1$ fees did not exceed $0.40 \%$ and $0.35 \%$, respectively, in 2017 , and are not expected to exceed $0.40 \%$ and $0.35 \%$, respectively, of the annual percentage of the average daily net assets (for instance, assuming that you invested in a Fund that paid us the maximum fees and you maintained a hypothetical average balance of $\$ 10,000$, we would collect a total of $\$ 75$ from that Fund). For the fiscal year ended December 31, 2017, revenue sharing payments and Rule 12b-1 fees did not collectively exceed approximately $\$ 48.2$ million. These fees do not take into consideration indirect benefits received by offering HLS Funds as investment options.

## Performance Related Information

The Separate Account may advertise certain performance-related information concerning the Sub-Accounts. Performance information about a Sub-Account is based on the Sub-Account's past performance only and is no indication of future performance.
When a Sub-Account advertises its standardized total return, it will usually be calculated from the date of either the Separate Account's inception or the Sub-Account's inception, whichever is later, for one year, five years, and ten years or some other relevant periods if the Sub-Account has not been in existence for at least ten years. Total return is measured by comparing the value of an investment in the Sub-Account at the beginning of the relevant period to the value of the investment at the end of the period. Total return calculations reflect a deduction for Total Annual Fund Operating Expenses, any Contingent Deferred Sales Charge, Separate Account Annual Expenses without any optional charge deductions, and the Annual Maintenance Fee. The Separate Account may also advertise non-standard total returns that pre-date the inception date of the Separate Account. These non-standardized total returns are calculated by assuming that the Sub-Accounts have been in existence for the same periods as the underlying Funds and by taking deductions for charges equal to those currently assessed against the SubAccounts. Non-standardized total return calculations reflect a deduction for Total Annual Fund Operating Expenses and Separate Account Annual Expenses without any optional charge deductions, and do not include deduction for Contingent Deferred Sales Charge or the Annual Maintenance Fee. This means the non-standardized total return for a Sub-Account is higher than the standardized total return for a Sub-Account.
These non-standardized returns must be accompanied by standardized returns.
If applicable, the Sub-Accounts may advertise yield in addition to total return. This yield is based on the 30 -day SEC yield of the underlying Fund less the recurring charges at the Separate Account level.
A money market Sub-Account may advertise yield and effective yield. The yield of a Sub-Account is based upon the income earned by the Sub-Account over a seven-day period and then annualized, i.e. the income earned in the period is assumed to be earned every seven days over a 52 -week period and stated as a percentage of the investment. Effective yield is calculated similarly but when annualized, the income earned by the investment is compounded in the course of a 52 -week period. Yield and effective yield include the recurring charges at the Separate Account level.


#### Abstract

We may provide information on various topics to Contract Owners and prospective Contract Owners in advertising, sales literature or other materials. These topics may include the relationship between sectors of the economy and the economy as a whole and its effect on various securities markets, investment strategies and techniques (such as systematic investing, Dollar Cost Averaging and asset allocation), the advantages and disadvantages of investing in tax-deferred and taxable instruments, customer profiles and hypothetical purchase scenarios, financial management and tax and retirement planning, and other investment alternatives, including comparisons between the Contract and the characteristics of and market for such alternatives.


## Fixed Accumulation Feature

For Series III, Series IV, Series V and Series VI Contracts Only
Important Information You Should Know: This portion of the Prospectus relating to the Fixed Accumulation Feature is not registered under the Securities Act of 1933 ("1933 Act") and the Fixed Accumulation Feature is not registered as an investment company under the 1940 Act. The Fixed Accumulation Feature or any of its interests are not subject to the provisions or restrictions of the 1933 Act or the 1940 Act, and the staff of the Securities and Exchange Commission has not reviewed the disclosure regarding the Fixed Accumulation Feature. The following disclosure about the Fixed Accumulation Feature may be subject to certain generally applicable provisions of the federal securities laws regarding the accuracy and completeness of disclosure.
Premium Payments and Contract Values allocated to the Fixed Accumulation Feature become a part of our General Account assets. We invest the assets of the General Account according to the laws governing the investments of insurance company General Accounts. The General Account is not a bank account and is not insured by the FDIC or any other government agency. We receive a benefit from all amounts held in the General Account. Premium Payments and Contract Values allocated to the Fixed Accumulation Feature are available to our general creditors.
We guarantee that we will credit interest to amounts you allocate to the Fixed Accumulation Feature at a minimum rate that meets your State's minimum non-forfeiture requirements. We reserve the right to prospectively declare different rates of excess interest depending on when amounts are allocated or transferred to the Fixed Accumulation Feature. This means that amounts at any designated time may be credited with a different rate of excess interest than the rate previously credited to such amounts and to amounts allocated or transferred at any other designated time. We will periodically publish the Fixed Accumulation Feature interest rates currently in effect. There is no specific formula for determining interest rates and no assurances are offered as to future rates. Some of the factors that we may consider in determining whether to credit excess interest are: general economic trends, rates of return currently available for the types of investments and durations that match our liabilities and anticipated yields on our investments; regulatory and tax requirements; and competitive factors.
We will account for any deductions, Surrenders or transfers from the Fixed Accumulation Feature on a "first-in first-out" basis. For Contracts issued in the state of New York, the Fixed Accumulation Feature interest rates may vary from other states.
Important: Any interest credited to amounts you allocate to the Fixed Accumulation Feature in excess of your minimum guaranteed interest rate per year will be determined at our sole discretion. You assume the risk that interest credited to the Fixed Accumulation Feature may not exceed the minimum guaranteed interest rate for any given year.
From time to time, we may credit increased interest rates under certain programs established in our sole discretion.

## The Contract

## Purchases and Contract Value

## What types of Contracts are available?

This Contract is no longer available for sale. The Contract is an individual or group tax-deferred variable annuity contract. It was designed for retirement planning purposes and was available for purchased by any individual, group or trust, including:

- Any trustee or custodian for a retirement plan qualified under Sections 401(a) or 403(a) of the Code;
- Annuity purchase plans adopted by public school systems and certain tax-exempt organizations according to Section 403(b) of the Code. We no longer accept any incoming 403(b) exchanges or applications for 403(b) individual annuity contracts or additional Premium Payments into any individual annuity contract funded through a 403(b) plan;
- Individual Retirement Annuities adopted according to Section 408 of the Code;
- Employee pension plans established for employees by a state, a political subdivision of a state, or an agency of either a state or a political subdivision of a state, and
- Certain eligible deferred compensation plans as defined in Section 457 of the Code.

The examples above represent qualified Contracts, as defined by the Code. In addition, individuals and trusts were able to purchase Contracts that were not part of a tax qualified retirement plan. These are known as non-qualified Contracts.
If you are purchasing the Contract for use in an IRA or other qualified retirement plan, you should consider other features of the Contract besides tax deferral, since any investment vehicle used within an IRA or other qualified plan receives tax
deferred treatment under the Code.

## How do I purchase a Contract?

The Contract was only available for purchase through a Financial Intermediary. within your Financial Intermediary before an application or order will be sent to us. Your Premium Payment will not be invested in any Fund during this period.
Non-Resident Alien ("NRA") application submissions require our prior approval.
The minimum initial Premium Payment required to buy this Contract varies based on the type of purchaser, variable annuity variation chosen and whether you enroll in a systematic investment program such as the InvestEase® Program. Financial Intermediaries may impose other requirements regarding the form of payment they will accept. Premium Payments not actually received by us within the time period provided below will result in the rejection of your application or order request. Premium Payments sent to us must be made in U.S. dollars and checks must be drawn on U.S. banks. We do not accept cash, third party checks or double endorsed checks. We reserve the right to limit the number of checks processed at one time. If your check does not clear, your purchase will be cancelled and you could be liable for any losses or fees incurred. A check must clear our account through our Administrative Office to be considered to be in good order.
We will not accept Premium Payments of $\$ 1$ million or more unless we provide prior approval. We reserve the right to impose special conditions on anyone who seeks our prior approval to purchase a Contract with Premium Payments of $\$ 1$ million or more. In order to request prior approval, you must submit a completed enhanced due diligence form prior to the submission of your application:

- if you are seeking to purchase a Contract with an initial Premium Payment of $\$ 1$ million or more;
- if total Premium Payments aggregated by social security number or taxpayer identification number equal $\$ 1$ million or more; and
- for all applications where the Owner or joint Owner are non-resident aliens.


## How are Premium Payments applied to my Contract?

If we receive a subsequent Premium Payment before the end of a Valuation Day, it will be invested on the same Valuation Day. If we receive your subsequent Premium Payment after the end of a Valuation Day, it will be invested on the next Valuation Day. If we receive a subsequent Premium Payment on a non-Valuation Day, the amount will be invested on the next Valuation Day. Unless we receive new instructions, we will invest all Premium Payments based on your last instructions on record. We will send you a confirmation when we invest your Premium Payment.
Generally, we will receive your application or order request (whether for an initial purchase or a subsequent investment) after your Financial Intermediary has completed a suitability review. We will then consider if your investment is in good order. While the suitability and good order process is underway, Premium Payments will not be applied to your Contract. You will not earn any interest on Premium Payments even if they have been sent to us or deposited into our bank account. We are not responsible for gains or lost investment opportunities incurred during this review period or if your Financial Intermediary asks us to unwind a transaction based on their review of your Investment Professional's recommendations. The firm that sold this Contract to you, and we, may directly or indirectly earn income on your Premium Payments. For more information, contact your Investment Professional.
It is important that you notify us if you change your address. If your mail is returned to us, we are likely to suspend future mailings until an updated address is obtained. In addition, we may rely on a third party, including the US Postal Service, to update your current address. Failure to give us a current address may result in payments due and payable on your annuity contract being considered abandoned property under state law, and remitted to the applicable state.

## Replacement of Annuities

A "replacement" occurs when a new contract is purchased and, in connection with the sale, an existing contract is surrendered, lapsed, forfeited, assigned to the replacing insurer, otherwise terminated, or used in a financed purchase. A "financed purchase" occurs when the purchase of a new annuity contract involves the use of the funds obtained from the values of an existing annuity contract through Withdrawal, Surrender or loan.
There are circumstances in which replacing your existing annuity contract can benefit you. However, a replacement may not be in your best interest. Accordingly, you should make a careful comparison of the cost and benefits of your existing contract and the proposed contract with the assistance of your financial and tax advisers to determine whether replacement is in your best interest. You should be aware that the person selling you the new contract will generally earn a commission if you buy the new contract through a replacement. Remember that if you replace a contract with another contract, you might have to pay a surrender charge on the replaced contract, and there may be a new surrender charge period for the new contract. In addition, other charges may be higher (or lower) and the benefits may be different.
You should also note that once you have replaced your variable annuity contract, you generally cannot reinstate it even if you choose not to accept your new variable annuity contract during your "free look" period. The only exception to this rule would be if your previously issued contract was issued in a state that requires the insurer to reinstate the previously surrendered contract if the owner chooses to reject their new variable annuity contract during their "free look" period.

## Description of Right to Cancel provision you had when you Purchased your Contract.

If, for any reason, you are not satisfied with your Contract, simply return it within ten days after you receive it with a written request for cancellation that indicates your tax-withholding instructions. In some states, you may be allowed more time to cancel your Contract. We may require additional information, including a signature guarantee, before we can cancel your Contract.
Unless otherwise required by state law, we will pay you your Contract Value as of the Valuation Date we receive your request to cancel and will refund any sales or contract charges incurred during the period you owned the Contract. The Contract Value may be more or less than your Premium Payments depending upon the investment performance of your Account. This means that you bear the risk of any decline in your Contract Value until we receive your notice of cancellation. In certain states, however, we are required to return your Premium Payment without deduction for any fees or charges.

## How is the value of my Contract calculated before the Annuity Commencement Date?

The Contract Value is the sum of all Accounts. There are two things that affect your Sub-Account value: (1) the number of Accumulation Units and (2) the Accumulation Unit Value. The Sub-Account value is determined by multiplying the number of Accumulation Units by the Accumulation Unit Value. On any Valuation Day your Contract Value reflects the investment performance of the Sub-Accounts and will fluctuate with the performance of the underlying Funds.
When Premium Payments are credited to your Sub-Accounts, they are converted into Accumulation Units by dividing the amount of your Premium Payments, minus any Premium Taxes, by the Accumulation Unit Value for that day. The more Premium Payments you make to your Contract, the more Accumulation Units you will own. You decrease the number of Accumulation Units you have by requesting Surrenders, transferring money out of a Sub-Account, settling a Death Benefit claim or by annuitizing your Contract.
To determine the current Accumulation Unit Value, we take the prior Valuation Day's Accumulation Unit Value and multiply it by the Net Investment Factor for the current Valuation Day.
The Net Investment Factor is used to measure the investment performance of a Sub-Account from one Valuation Day to the next. The Net Investment Factor for each Sub-Account equals:

- The net asset value per share plus applicable distributions per share of each Fund at the end of the current Valuation Day divided by
- The net asset value per share of each Fund at the end of the prior Valuation Day; multiplied by
- Contract charges including the daily expense factor for the mortality and expense risk charge and any other periodic expenses, including charges for optional benefits, adjusted for the number of days in the period.
We will send you a statement, at least annually, which tells you how many Accumulation Units you have, their value and your total Contract Value.


## Can I transfer from one Sub-Account to another?

You may make transfers between the Sub-Accounts offered in this Contract according to our policies and procedures as amended from time to time.

## What is a Sub-Account Transfer?

A Sub-Account transfer is a transaction requested by you that involves reallocating part or all of your Contract Value among the Funds available in your Contract. Your transfer request will be processed as of the end of the Valuation Day that it is received in good order. Otherwise, your request will be processed on the following Valuation Day. We will send you a confirmation when we process your transfer. You are responsible for verifying transfer confirmations and promptly advising us of any errors within 30 days of receiving the confirmation.

## What Happens When I Request a Sub-Account Transfer?

Many Contract Owners request Sub-Account transfers. Some request transfers into (purchases) a particular Sub-Account, and others request transfers out of (redemptions) a particular Sub-Account. In addition, some Contract Owners allocate new Premium Payments to Sub-Accounts, and others request Surrenders. We combine all the daily requests to transfer out of a Sub-Account along with all Surrenders from that Sub-Account and determine how many shares of that Fund we would need to sell to satisfy all Contract Owners' "transfer-out" requests. At the same time, we also combine all the daily requests to transfer into a particular Sub-Account or new Premium Payments allocated to that Sub-Account and determine how many shares of that Fund we would need to buy to satisfy all Contract Owners' "transfer-in" requests.
In addition, many of the Funds that are available as investment options in our variable annuity products are also available as investment options in variable life insurance policies, retirement plans, funding agreements and other products offered by us or our affiliates. Each day, investors and participants in these other products engage in similar transfer transactions. We take advantage of our size and available technology to combine sales of a particular Fund for many of the variable annuities, variable life insurance policies, retirement plans, funding agreements or other products offered by us or our affiliates. We also combine many of the purchases of that particular Fund for many of the products we offer. We then "net" these trades by offsetting purchases against redemptions. Netting trades has no impact on the net asset value of the Fund
shares that you purchase or sell. This means that we sometimes reallocate shares of a Fund rather than buy new shares or sell shares of the Fund.
For example, if we combine all transfer-out (redemption) requests and Surrenders of a stock Fund Sub-Account with all other sales of that Fund from all our other products, we may have to sell $\$ 1$ million dollars of that Fund on any particular day. However, if other Contract Owners and the owners of other products offered by us, want to transfer-in (purchase) an amount equal to $\$ 300,000$ of that same Fund, then we would send a sell order to the Fund for $\$ 700,000$ (a $\$ 1$ million sell order minus the purchase order of $\$ 300,000$ ) rather than making two or more transactions.

## What Restrictions Are There on My Ability to Make a Sub-Account Transfer?

First, you may make only one Sub-Account transfer request each day. We limit each Contract Owner to one Sub-Account transfer request each Valuation Day. We count all Sub-Account transfer activity that occurs on any one Valuation Day as one "Sub-Account transfer;" however, you cannot transfer the same Contract Value more than once a Valuation Day.

## Examples

| Transfer Request Per Valuation Day | Permissible? |
| :--- | :---: |
| Transfer $\$ 10,000$ from a money market Sub-Account to a growth Sub-Account | Yes |
| Transfer $\$ 10,000$ <br> the $\$ 10,000$ among the otherey market Sub-Account to any number of other Sub-Accounts (dividing | Yes |
| Transfer $\$ 10,000$ from any number of different Sub-Accounts to any number of other Sub-Accounts | Yes |
| Transfer $\$ 10,000$ <br> of that same Valuation Day, money market Sub-Account to a growth Subsfer the same $\$ 10,000$ from the growth Sub-Account to and then, before the end <br> Sub-Account |  |

Second, you are allowed to submit a total of 20 Sub-Account transfers each Contract Year (the "Transfer Rule") by U.S. Mail, Internet or telephone. Once you have reached the maximum number of Sub-Account transfers, you may only submit any additional Sub-Account transfer requests and any trade cancellation requests in writing through U.S. Mail or overnight delivery service. In other words, Internet or telephone transfer requests will not be honored. We may, but are not obligated to, notify you when you are in jeopardy of approaching these limits. For example, we will send you a letter after your 10th Sub-Account transfer to remind you about the Transfer Rule. After your 20th transfer request, our computer system will not allow you to do another Sub-Account transfer by telephone or via the Internet. You will then be instructed to send your Sub-Account transfer request by U.S. Mail or overnight delivery service.
We reserve the right to aggregate your Contracts (whether currently existing or those recently surrendered) for the purposes of enforcing these restrictions.
The Transfer Rule does not apply to Sub-Account transfers that occur automatically as part of a Company-sponsored asset allocation or Dollar Cost Averaging program. Reallocations made based on a Fund merger, substitution or liquidation also do not count toward this transfer limit. Restrictions may vary based on state law.
We make no assurances that the Transfer Rule is or will be effective in detecting or preventing market timing.
Third, policies have been designed to restrict excessive Sub-Account transfers. You should not purchase this Contract if you want to make frequent Sub-Account transfers for any reason. In particular, don't purchase this Contract if you plan to engage in "market timing," which includes frequent transfer activity into and out of the same Fund, or frequent Sub-Account transfers in order to exploit any inefficiencies in the pricing of a Fund. Even if you do not engage in market timing, certain restrictions may be imposed on you, as discussed below:

[^0]$\checkmark$ whether the transfer is part of a pattern of transfers designed to take advantage of short-term market fluctuations or market inefficiencies; or
$\checkmark$ the frequent trading policies and procedures of a potentially affected Fund.
If you violate the Abusive Trading Policy, we will terminate your Sub-Account transfer privileges until your next Contract Anniversary. We do not differentiate between Contract Owners when enforcing this policy.

## Fund Trading Policies (effective after July 1, 2007):

You are subject to Fund trading policies, if any. We are obligated to provide, at the Fund's request, tax identification numbers and other shareholder identifying information contained in our records to assist Funds in identifying any pattern or frequency of Sub-Account transfers that may violate their trading policy. In certain instances, we have agreed to serve as a Fund's agent to help monitor compliance with that Fund's trading policy.
We are obligated to follow each Fund's instructions regarding enforcement of their trading policy. Penalties for violating these policies may include, among other things, temporarily or permanently limiting or banning you from making SubAccount transfers into a Fund or other funds within that fund complex. We are not authorized to grant exceptions to a Fund's trading policy. Please refer to each Fund's prospectus for more information.
Fund trading policies do not apply or may be limited. For instance:
$\checkmark$ Certain types of financial intermediaries may not be required to provide us with shareholder information.
$\checkmark$ "Excepted funds" such as money market funds and any Fund that affirmatively permits short-term trading of its securities may opt not to adopt this type of policy. This type of policy may not apply to any financial intermediary that a Fund treats as a single investor.
$\checkmark$ A Fund can decide to exempt categories of contract holders whose contracts are subject to inconsistent trading restrictions or none at all.
$\checkmark$ Non-shareholder initiated purchases or redemptions may not always be monitored. These include Sub-Account transfers that are executed: (i) automatically pursuant to a company-sponsored contractual or systematic program such as transfers of assets as a result of "dollar cost averaging" programs, asset allocation programs, automatic rebalancing programs, annuity payouts, loans, or systematic withdrawal programs; (ii) as a result of the payment of a Death Benefit; (iii) as a step-up in Contract Value pursuant to a Contract Death Benefit or guaranteed minimum withdrawal benefit; (iv) as a result of any deduction of charges or fees under a Contract; or (v) as a result of payments such as loan repayments, scheduled contributions, scheduled withdrawals or surrenders, retirement plan salary reduction contributions, or planned premium payments.
Possibility of undetected abusive trading or market timing. We may not be able to detect or prevent all abusive trading or market timing activities. For instance,

- Since we net all the purchases and redemptions for a particular Fund for this and many of our other products, transfers by any specific market timer could be inadvertently overlooked.
- Certain forms of variable annuities and types of Funds may be attractive to market timers. We cannot provide assurances that we will be capable of addressing possible abuses in a timely manner.
- These policies apply only to individuals and entities that own this Contract or have the right to make transfers (regardless of whether requests are made by you or anyone else acting on your behalf). However, the Funds that make up the Sub-Accounts of this Contract are also available for use with many different variable life insurance policies, variable annuity products and funding agreements, and are offered directly to certain qualified retirement plans. Some of these products and plans may have less restrictive transfer rules or no transfer restrictions at all.
- In some cases, we are unable to count the number of Sub-Account transfers requested by group annuity participants co-investing in the same Funds ("Participants") or enforce the Transfer Rule because we do not keep Participants' account records for a Contract. In those cases, the Participant account records and Participant Sub-Account transfer information are kept by such owners or its third party service provider. These owners and third party service providers may provide us with limited information or no information at all regarding Participant Sub-Account transfers.


## How am I affected by frequent Sub-Account Transfers?

We are not responsible for losses or lost investment opportunities associated with the effectuation of these policies. Frequent Sub-Account transfers may result in the dilution of the value of the outstanding securities issued by a Fund as a result of increased transaction costs and lost investment opportunities typically associated with maintaining greater cash positions. This can adversely impact Fund performance and, as a result, the performance of your Contract. This may also lower the Death Benefit paid to your Beneficiary or lower Annuity Payouts for your Payee as well as reduce value of other optional benefits available under your Contract.
Separate Account investors could be prevented from purchasing Fund shares if we reach an impasse on the execution of a Fund's trading instructions. In other words, a Fund complex could refuse to allow new purchases of shares by all our variable product investors if the Fund and we cannot reach a mutually acceptable agreement on how to treat an investor
who, in a Fund's opinion, has violated the Fund's trading policy.
In some cases, we do not have the tax identification number or other identifying information requested by a Fund in our records. In those cases, we rely on the Contract Owner to provide the information. If the Contract Owner does not provide the information, we may be directed by the Fund to restrict the Contract Owner from further purchases of Fund shares. In those cases, all participants under a plan funded by the Contract will also be precluded from further purchases of Fund shares.

## Fixed Accumulation Feature Transfers

During each Contract Year, you may make transfers out of the Fixed Accumulation Feature to the Sub-Accounts, subject to the transfer restrictions discussed below. All transfer allocations must be in whole numbers (e.g., 1\%).

## Fixed Accumulation Feature Transfer Restrictions

Each Contract Year, unless you have elected the Deferral Option, you may transfer the greater of:

- $30 \%$ of the greatest Contract Value in the Fixed Accumulation Feature as of any Contract Anniversary or Contract issue date. When we calculate the $30 \%$, we add Premium Payments made after that date but before the next Contract Anniversary; or
- An amount equal to your largest previous transfer from the Fixed Accumulation Feature in any one Contract Year.

These transfer restrictions do not include systematic transfers and Dollar Cost Averaging Programs.
For Series V and Series VI, if you elect the Deferral Option, there is an imposed limit of $20 \%$ of the Contract Value that may be allocated to the Fixed Accumulation Feature on the original Annuity Commencement Date. Any amount over 20\% of Contract Value allocated to the Fixed Accumulation Feature on the original Annuity Commencement Date will be moved out of the Fixed Accumulation Feature via a Dollar Cost Averaging program with a duration of six months or less according to the instructions that you provide to us on the Annuity Commencement Date Deferral Option Form. Any existing restriction on the maximum amount transferable from the Fixed Accumulation Feature during any Contract Year will be waived on and after the original Annuity Commencement Date. You may transfer amounts from existing Funds to the Fixed Accumulation Feature until the total amount in the Fixed Accumulation Feature reaches a maximum of $20 \%$ of Contract Value. The Contract Value is calculated on the Valuation Day immediately before the transfer. No more than $20 \%$ of any subsequent Premium Payments may be allocated to the Fixed Accumulation Feature.
Whether or not you elect the Deferral Option, if any interest rate applicable to your Fixed Accumulation Feature renews at a rate at least $1 \%$ lower than your prior interest rate, you may transfer an amount equal to up to $100 \%$ of the amount that would receive the reduced rate. You must make this transfer request within 60 days of being notified of the renewal rate. We may defer transfers and Surrenders from the Fixed Accumulation Feature for up to six months from the date of your request.
You must wait six months after your most recent transfer from the Fixed Accumulation Feature before moving Sub-Account Values back to the Fixed Accumulation Feature. If you make systematic transfers from the Fixed Accumulation Feature under a Dollar Cost Averaging Program, you must wait six months after your last systematic transfer before moving SubAccount Values back to the Fixed Accumulation Feature.

## Mail, Telephone and Internet Transfers

You may make transfers through the mail or your Financial Intermediary. You may also make transfers by calling us or through our website. Transfer instructions received by telephone before the end of any Valuation Day will be carried our at the end of that date. Otherwise, the instructions will be carried out at the end of the next Valuation Day.
Transfer instructions you send electronically are considered to be received by us at the time and date stated on the electronic acknowledgment we return to you. If the time and date indicated on the acknowledgment is before the end of any Valuation Day, the instructions will be carried out that day. Otherwise, the instructions will be carried out at the end of the next Valuation Day. If you do not receive an electronic acknowledgment, you should telephone us as soon as possible.
We will send you a confirmation when we process your transfer. You are responsible for verifying transfer confirmations and promptly reporting any inaccuracy or discrepancy to us and your investment professional. Any verbal communication should be re-confirmed in writing.
Telephone or Internet transfer requests may currently only be canceled by calling us before the close of the New York Stock Exchange on the day you made the transfer request.
We, our agents or our affiliates are not responsible for losses resulting from telephone or electronic requests that we believe are genuine. We will use reasonable procedures to confirm that instructions received by telephone or through our website are genuine, including a requirement that Contract Owners provide certain identification information, including a personal identification number. We record all telephone transfer instructions. We may suspend, modify, or terminate telephone or electronic transfer privileges at any time.

## Power of Attorney

You may authorize another person to conduct financial and other transactions on your behalf by submitting a copy of a
power of attorney (POA) executed by you that meets the requirements of your resident state law. Once we have the POA on file, we will accept transaction requests, including transfer instructions, subject to our transfer restrictions, from your designated agent (attorney-in-fact). We reserve the right to request an affidavit or certification from the agent that the POA is in effect when the agent makes such transactions. You may instruct us to discontinue honoring the POA at any time.

## Charges and Fees

The following charges and fees are associated with the Contract:

## The Contingent Deferred Sales Charge

The Contingent Deferred Sales Charge covers some of the expenses relating to the sale and distribution of the Contract, including commissions paid to Investment Professionals and the cost of preparing sales literature and other promotional activities.
We may assess a Contingent Deferred Sales Charge when you request a full or partial Surrender. The Contingent Deferred Sales Charge is based on the amount you choose to Surrender and how long your Premium Payments have been in the Contract. Each Premium Payment has its own Contingent Deferred Sales Charge schedule. Premium Payments are Surrendered in the order in which they were received. The longer you leave your Premium Payments in the Contract, the lower the Contingent Deferred Sales Charge will be when you Surrender. The amount assessed a Contingent Deferred Sales Charge will not exceed your total Premium Payments.
The percentage used to calculate the Contingent Deferred Sales Charge for each Series is described in the applicable Appendix. Surrender Order - During the Contract Years when a Contingent Deferred Sales Charge applies to the initial Premium Payment, all Surrenders in excess of the Annual Withdrawal Amount (which is equal to $10 \%$ of total Premium Payments) will be taken first from Premium Payments, then from earnings. Surrenders from Premium Payments in excess of the Annual Withdrawal Amount will be subject to a Contingent Deferred Sales Charge.
Thereafter, Surrenders will be taken first from earnings, then from Premium Payments not subject to a Contingent Deferred Sales Charge, then from $10 \%$ of Premium Payments still subject to a Contingent Deferred Sales Charge and then from Premium Payments subject to a Contingent Deferred Sales Charge on a first-in-first-out basis.
The Contingent Deferred Sales Charges for Series II, Series IIR, Series III, Series IV and Series V are described in the Appendices.

## The following Surrenders are NOT subject to a Contingent Deferred Sales Charge:

- AWA - Each Premium Payment has its own schedule of Contingent Deferred Sales charges; however, in any contract year you may able to take Partial Surrenders up to a certain percentage of your total Premium Payments without being subject to a Contingent Deferred Sales Charge. Please refer to your Contract for your specific Annual Withdrawal Percentage amounts and your Contingent Deferred Sales Charge schedule.


## Under the following situations, the Contingent Deferred Sales Charge is WAIVED:

- For Required Minimum Distributions - This allows Annuitants who are age $701 / 2$ or older, with a Contract held under an Individual Retirement Account or 403(b) plan, to Surrender an amount equal to the Required Minimum Distribution for the Contract without a Contingent Deferred Sales Charge for one year's required minimum distribution for that Contract Year. All requests for Required Minimum Distributions must be in writing.
- On or after the Annuitant's 90th birthday.
- For disabled participants enrolled in a group unallocated, tax qualified retirement plan. With our approval and under certain conditions, participants who become disabled can receive Surrenders free of Contingent Deferred Sales Charge.
The following situations are NOT subject to a Contingent Deferred Sales Charge:
- Upon death of the Annuitant, Contract Owner or joint Contract Owner - No Contingent Deferred Sales Charge will be deducted if the Annuitant, Contract Owner or joint Contract Owner dies.
- Upon the commencement of Annuity Payouts - The Contingent Deferred Sales Charge is not deducted when we begin to make Annuity Payouts. However, we will charge a Contingent Deferred Sales Charge if the Contract is fully or partially Surrendered during the Contingent Deferred Sales Charge period under an Annuity Payout Option which allows Surrenders.
- For substantially equal periodic payments - We will waive the Contingent Deferred Sales Charge if you take partial Surrenders under the Automatic Income Program where you receive a scheduled series of substantially equal periodic payments for the greater of five years or to age $591 / 2$.
- Upon cancellation during the Right to Cancel Period. Mortality and Expense Risk Charge


## Mortality and Expense Risk Charge

For assuming mortality and expense risks under the Contract, we deduct a daily charge at an annual rate of $1.25 \%$ of SubAccount Value. The mortality and expense risk charge is broken into charges for mortality risks and for an expense risk:

- Mortality Risk - There are two types of mortality risks that we assume, those made while your Premium Payments are accumulating and those made once Annuity Payouts have begun
During the period your Premium Payments are accumulating, we are required to cover any difference between the Death

Benefit paid and the Surrender Value. These differences may occur during periods of declining value or in periods where the Contingent Deferred Sales Charges would have been applicable. The risk that we bear during this period is that actual mortality rates, in aggregate, may exceed expected mortality rates.
Once Annuity Payouts have begun, we may be required to make Annuity Payouts as long as the Annuitant is living, regardless of how long the Annuitant lives. The risk that we bear during this period is that the actual mortality rates, in aggregate, may be lower than the expected mortality rates.

- Expense Risk - We also bear an expense risk that the Contingent Deferred Sales Charges and the Annual Maintenance Fee collected before the Annuity Commencement Date may not be enough to cover the actual cost of selling, distributing and administering the Contract.
Although variable Annuity Payouts will fluctuate with the performance of the underlying Fund selected, your Annuity Payouts will not be affected by (a) the actual mortality experience of our Annuitants, or (b) our actual expenses if they are greater than the deductions stated in the Contract. Because we cannot be certain how long our Annuitants will live, we charge this percentage fee based on the mortality tables currently in use. The mortality and expense risk charge enables us to keep our commitments and to pay you as planned.
If the mortality and expense risk charge under a Contract is insufficient to cover our actual costs, we will bear the loss. If the mortality and expense risk charge exceeds these costs, we keep the excess as profit. We may use these profits for any proper corporate purpose including, among other things, payment of sales expenses. We expect to make a profit from the mortality and expense risk charge.


## Annual Maintenance Fee

The Annual Maintenance Fee is a flat fee that is deducted from your Contract Value to reimburse us for expenses relating to the administrative maintenance of the Contract and the Accounts. The annual $\$ 25$ charge is deducted on a Contract Anniversary or when the Contract is fully Surrendered. The charge is deducted proportionately from each Account in which you are invested. This fee is $\$ 30.00$ for Series VI.

## When is the Annual Maintenance Fee Waived?

If you purchased Series V or Series VI, we will waive the Annual Maintenance Fee if your Contract Value is $\$ 50,000$ or more on your Contract Anniversary or when you fully Surrender your Contract. In addition, we will waive one Annual Maintenance Fee for Contract Owners who own more than one Contract with a combined Contract Value between $\$ 50,000$ and $\$ 100,000$. If you have multiple Contracts with a combined Contract Value of $\$ 100,000$ or greater, we will waive the Annual Maintenance Fee on all Contracts. However, we reserve the right to limit the number of waivers to a total of six Contracts. This is not available for Series II, Series IIR, Series III, or Series IV. We also reserve the right to waive the Annual Maintenance Fee under certain other conditions. We do not include contracts from our Putnam Hartford line of variable annuity contracts with the Contracts when we combine Contract Value for purposes of this waiver.

## Premium Taxes

The amount of tax, if any, charged by federal, state, or other governmental entity on Premium Payments or Contract Values. On any contract subject to a Premium Tax, We may deduct the tax on a pro-rata basis from the Sub-Accounts at the time We pay the tax to the applicable taxing authorities, at the time the contract is surrendered, at the time death benefits are paid or on the Annuity Commencement Date. The Premium Tax rate varies by state or municipality. Currently the maximum rate charged by any state is $3.5 \%$ and $1.0 \%$ in Puerto Rico.

## Charges Against the Funds

Annual Fund Operating Expenses - The Separate Account purchases shares of the Funds at net asset value. The net asset value of the Fund shares reflects investment advisory fees and administrative expenses already deducted from the assets of the Funds. These charges are described in the Funds' prospectuses.

## Optional Death Benefit Rider Charge

This rider/option can no longer be elected or added after you purchase your Contract. The Optional Death Benefit adds new features to your Death Benefit calculation, depending on which Series you purchased.
If you elected the Optional Death Benefit Rider, we subtract an additional charge on a daily basis until we begin to make Annuity Payouts that is equal to an annual charge of $0.15 \%$ of your Contract Value invested in the Sub-Accounts.
For Series V or Series VI, if you elect the Deferral Option, then upon the original Annuity Commencement Date, the Optional Death Benefit rider is terminated and the rider charge will no longer be assessed.

## Other disclosure specific to Invesco V.I. Government Money Market Fund

The Invesco V.I. Government Money Market Fund will continue to use the amortized cost method of valuation to seek to maintain a stable $\$ 1.00$ net asset value and does not intend to impose liquidity fees or redemption gates on Fund redemptions. The Fund's board reserves the right to impose a liquidity fee or redemption gate in the future upon prior notice to shareholders and in conformance to Rule 2a-7 of the Investment Company Act of 1940. Further detail regarding these changes is set forth in the fund's prospectus.

## Reduced Fees and Charges

We may offer, in our discretion, reduced fees and charges including, but not limited to Contingent Deferred Sales Charges, the mortality and expense risk, Optional Death Benefit Rider charge, and the Annual Maintenance Fee, for certain Contracts (including employer sponsored savings plans) which may result in decreased costs and expenses. Reductions in these fees and charges will not be unfairly discriminatory against any Contract Owner.

## Death Benefit

## What is the Death Benefit and how is it calculated?

The Death Benefit is the amount we will pay upon the death of the Contract Owner, Joint Contract Owner or the Annuitant before we begin to make Annuity Payouts. The Death Benefit is calculated when we receive a certified death certificate or other legal document acceptable to us.
Unless the Beneficiary provides us with instructions to reallocate the Death Benefit among the Accounts, the calculated Death Benefit will remain invested in the same Accounts, according to the Contract Owner's last instructions until we receive complete written settlement instructions from the Beneficiary. Therefore, the Death Benefit amount will fluctuate with the performance of the underlying Funds. When there is more than one Beneficiary, we will calculate the Accumulation Units for each Sub-account and the dollar amount for the Fixed Accumulation Feature for each Beneficiary's portion of the proceeds.
The Death Benefit calculation depends on the Series purchased. The standard Death Benefit for Series II, Series IIR, Series III, Series IV and Series V are described in the Appendices in the back of this prospectus. The Optional death benefits that were available for all Series are described below. The Death Benefit for Series VI will be the greatest of:

- The total Premium Payments you have made to us minus any amounts you have Surrendered, or
- The Contract Value of your Contract, or
- Your Maximum Anniversary Value, which is described below.

The Maximum Anniversary Value is based on a series of calculations on Contract Anniversaries of Contract Values, Premium Payments and partial Surrenders. We will calculate an Anniversary Value for each Contract Anniversary prior to the deceased's 81st birthday or date of death, whichever is earlier. The Anniversary Value is equal to the Contract Value as of a Contract Anniversary, increased by the dollar amount of any Premium Payments made since that anniversary and reduced by the dollar amount of any partial Surrenders since that anniversary. The Maximum Anniversary Value is equal to the greatest Anniversary Value attained from this series of calculations.
For all Series, the Death Benefit amount will remain invested in the Sub-Accounts according to your last instructions and will fluctuate with the performance of the underlying Funds.
For Series V or Series VI , if you elect the Deferral Option, then on and after the original Annuity Commencement Date, your Death Benefit will equal the Contract Value calculated as of the date of receipt of Due Proof of Death at our Administrative Office. During the time period between our receipt of Due Proof of Death and our receipt of complete settlement instructions from each Beneficiary, the calculated Death Benefit amount will be subject to market fluctuations. No other Death Benefit or optional Death Benefits apply. All optional Death Benefits and their associated charges will terminate. Please see the section titled Annuity Commencement Date Deferral Option for more information.
Optional Death Benefit Rider - This rider/option can no longer be elected or added after you purchase your Contract. The Optional Death Benefit adds new features to your Death Benefit calculation, depending on which Series you purchased.
If you elected the Optional Death Benefit Rider at an additional charge and you purchased Series II or Series IIR, your Death Benefit, prior to the deceased's 90th birthday, is the greater of: the total Premium Payments you have made to us minus any amounts you have Surrendered, the Contract Value of your annuity, or your Maximum Anniversary Value starting on the Contract Anniversary immediately following the date the Optional Death Benefit Rider is added to your annuity or the Interest Accumulation Value starting on the date the Optional Death Benefit Rider is added to your annuity.
Prior to the decedent's 81st birthday the Interest Accumulation Value is equal to the Contract Value on the date this Optional Death Benefit Rider is added plus any Premium Payments after that date minus any partial Surrenders taken after the Optional Death Benefit was added, compounded daily at an annual rate of $5 \%$. If you have taken any partial Surrenders, the interest Accumulation Value will be adjusted to reduce the Optional Death Benefit proportionally for any partial Surrenders.
After the deceased's 90th birthday, the Death Benefit for Series II and IIR if the Optional Death Benefit Rider is elected, will be the greater of the Contract Value, the Maximum Anniversary Value or the Interest Accumulation Value.
If you purchased Series III, IV or V, your Death Benefit, prior to the deceased's 85th birthday, is the greater of: the total Premium Payments you have made to us minus any amounts you have Surrendered, the Contract Value of your annuity, your Maximum Anniversary Value starting on the Contract Anniversary immediately following the date the Optional Death Benefit Rider is added to our annuity, the Interest Accumulation Value starting on the date the Optional Death Benefit Rider is added to your annuity, or your Contract Value on the Specified Contract Anniversary immediately preceding the date of death.
After the deceased's 85th birthday but prior to the 90th birthday, the Death Benefit for Series III, IV or V's Optional Death Benefit Rider is the greater of Contract Value, total Premium Payments made to us minus any amounts you have surrendered. Maximum

Anniversary Value or Interest Accumulation Value. After the deceased's 90th birthday, the Death Benefit payable under the Optional Death Benefit Rider is the greater of Contract Value, Maximum Anniversary Value or the Interest Accumulation Value. The Death Benefit payable under the Optional Death Benefit Rider, regardless of the Series purchased, is limited to a maximum of $200 \%$ of the Contract Value on the date the Optional Death Benefit Rider was added, plus $200 \%$ of any Premium Payments made since the addition of the Optional Death Benefit Rider less proportional adjustments for any Surrenders from that date. For Examples on how the Optional Death Benefit is calculated see "Appendix VII". The Optional Death Benefit Rider was not available in Washington or New York. Once you elect the Optional Death Benefit Rider, you cannot cancel it.

## How is the Death Benefit paid?

The Death Benefit may be taken in one lump sum or under any of the Annuity Payout Options then being offered by us, unless the Contract Owner has designated the manner in which the Beneficiary will receive the Death Benefit. When payment is taken in one lump sum, payment will be made within seven days of Our receipt of complete instructions, except when We are permitted to defer such payment under the Investment Company Act of 1940. We will calculate the Death Benefit as of the date we receive a certified death certificate or other legal documents acceptable to us. The Death Benefit amount remains invested and is subject to market fluctuation until complete settlement instructions are received from each Beneficiary. On the date we receive complete instructions from the Beneficiary, we will compute the Death Benefit amount to be paid out or applied to a selected Annuity Payout Option. When there is more than one Beneficiary, we will calculate the Death Benefit amount for each Beneficiary's portion of the proceeds and then pay it out or apply it to a selected Annuity Payout Option according to each Beneficiary's instructions. If we receive the complete instructions on a Non-Valuation Day, computations will take place on the next Valuation Day.
The Beneficiary may elect under the Annuity Proceeds Settlement Option "Death Benefit Remaining with the Company" to leave proceeds from the Death Benefit invested with us for up to five years from the date of death if death occurred before the Annuity Commencement Date. Once we receive a certified death certificate or other legal documents acceptable to us, the Beneficiary can: (a) make Sub-Account transfers and (b) take Surrenders without paying Contingent Deferred Sales Charges. If the Death Benefit payment is $\$ 5,000$ or more, the Beneficiary may elect to have their Death Benefit paid through our "Safe Haven Program." Under this program, the proceeds remain in our General Account and the Beneficiary will receive a draft book. Proceeds are guaranteed by the claims paying ability of the Company; however, it is not a bank account and is not insured by Federal Deposit Insurance Corporation (FDIC), nor is it backed by any federal or state government agency. The Beneficiary can write one draft for total payment of the Death Benefit, or keep the money in the General Account and write drafts as needed. We will credit interest at a rate determined periodically in our sole discretion. We will credit interest at a rate determined periodically in our sole discretion. The interest rate is based upon the analysis of interest rates credited to funds left on deposit with other insurance companies under programs similar to The Hartford's Safe Haven program. In determining the interest rate, we also factor in the impact of our profitability, general economic trends, competitive factors and administrative expenses. The interest rate credit is not the same rate earned on assets in the Fixed Accumulation Feature and is not subject to minimum interest rates prescribed by state non-forfeiture laws. For federal income tax purposes, the Beneficiary will be deemed to have received the lump sum payment on transfer of the Death Benefit amount to the General Account. The interest will be taxable to the Beneficiary in the tax year that it is credited. We may not offer the Safe Haven Program in all states and we reserve the right to discontinue offering it at any time. Although there are no direct charges for this program, we earn investment income from the proceeds. The investment income we earn is likely more than the amount of interest we credit; therefore, we make a profit from the difference.
The Beneficiary of a non-qualified Contract or IRA may also elect the "Single Life Expectancy Only" option. This option allows the Beneficiary to take the Death Benefit in a series of payments spread over a period equal to the Beneficiary's remaining life expectancy. Distributions are calculated based on IRS life expectancy tables. This option is subject to different limitations and conditions depending on whether the Contract is non-qualified or an IRA.
Required Distributions - If the Contract Owner dies before the Annuity Commencement Date, the Death Benefit must be distributed within five years after death, or be distributed under a distribution option or Annuity Payout Option that satisfies the Alternatives to the Required Distributions described below.
If the Contract Owner dies on or after the Annuity Commencement Date under an Annuity Payout Option that permits the Beneficiary to elect to continue Annuity Payouts or receive the Commuted Value, any remaining value must be distributed at least as rapidly as under the payment method being used as of the Contract Owner's death.
If the Contract Owner is not an individual (e.g. a trust), then the original Annuitant will be treated as the Contract Owner in the situations described above and any change in the original Annuitant will be treated as the death of the Contract Owner.

## What should the Beneficiary consider?

Alternatives to the Required Distributions - The selection of an Annuity Payout Option and the timing of the selection will have an impact on the tax treatment of the Death Benefit. To receive favorable tax treatment, the Annuity Payout Option selected: (a) cannot extend beyond the Beneficiary's life or life expectancy, and (b) must begin within one year of the date of death.

If these conditions are not met, the Death Benefit will be treated as a lump sum payment for tax purposes. This sum will be
taxable in the year in which it is considered received.
Spousal Contract Continuation - If the Contract Owner dies and the Beneficiary is the Contract Owner's spouse, the Beneficiary may elect to continue the Contract as the contract owner, receive the death benefit in one lump sum payment or elect an Annuity Payout Option. The spousal continuation is available only once for each Contract.
If you elect the Optional Death Benefit Rider for an additional charge and the Contract continues with the spouse as Contract Owner, we will adjust the Contract Value to the amount that we would have paid as the Death Benefit.
For Series V or Series VI, if you elect the Deferral Option and if your Spouse continues the Contract after the original Annuity Commencement Date, the terms of the Deferral Option will remain in force and will supersede any conflicting terms set forth above and the Deferred Annuity Commencement Date will be adjusted to the new Annuitant's, if any, 100th birthday.

## Who will receive the Death Benefit?

The distribution of the Death Benefit applies only when death is before the Annuity Commencement Date.
If death occurs on or after the Annuity Commencement Date, there may be no payout at death unless the Contract Owner has elected an Annuity Payout Option that permits the Beneficiary to elect to continue Annuity Payouts or receive the Commuted Value.

## If death occurs before the Annuity Commencement Date:

| If the deceased is the $\ldots$ | and ... | and ... | then the ... |
| :--- | :--- | :--- | :--- |
| Contract Owner | There is a surviving joint <br> Contract Owner | The Annuitant is living <br> or deceased | Joint Contract Owner receives the <br> Death Benefit. |
| Contract Owner | There is no surviving joint <br> Contract Owner | The Annuitant is living <br> or deceased | Designated Beneficiary receives the <br> Death Benefit. |
| Contract Owner | There is no surviving joint <br> Contract Owner and the <br> Beneficiary predeceases <br> the Contract Owner | The Annuitant is living <br> or deceased | Contract Owner's estate receives the <br> Death Benefit. |
| Annuitant | The Contract Owner is <br> living | There is no named <br> Contingent Annuitant | The Contract Owner becomes the <br> Contingent Annuitant and the Contract <br> continuen. The Contract Owner may <br> waive this presumption and receive <br> the Death Benefit. |
| Annuitant | The Contract Owner is <br> living | The Contingent <br> Annuitant is living | Contingent Annuitant becomes the <br> Annuitant, and the Contract continues. |

For Series V or Series VI, if you elect the Deferral Option and if the Contingent Annuitant continues the Contract after the original Annuity Commencement Date, the terms of the Deferral Option will remain in force and will supersede any conflicting terms set forth above and the Deferred Annuity Commencement Date will be adjusted to the new Annuitant's 100th birthday.
If death occurs on or after the Annuity Commencement Date:

| If the deceased is the $\ldots$ | and ... | then the . . |
| :--- | :--- | :--- |
| Contract Owner | The Annuitant is living | Designated Beneficiary becomes the Contract <br> Owner |
| Annuitant | The Contract Owner is living | Contract Owner receives a payout at death, if any. |
| Annuitant | The Annuitant is also the Contract Owner | Designated Beneficiary receives a payout at death, <br> if any. |

These are the most common Death Benefit scenarios, however, there are others. Some of the Annuity Payout Options may not result in a payout at death. For more information on Annuity Payout Options, including those that may not result in a payout at death please see the section entitled "Annuity Payouts" and the Death Benefit section of your Contract. If you have questions about these and any other scenarios, please contact your Investment Professional or us.

## Surrenders

What kinds of Surrenders are available?
Full Surrenders before the Annuity Commencement Date - When you Surrender your Contract before the Annuity Commencement Date, the Surrender Value of the Contract will be made in a lump sum payment. The Surrender Value is the Contract Value minus any applicable Premium Taxes, Contingent Deferred Sales Charges and the Annual Maintenance Fee. The Surrender Value may be more or less than the amount of the Premium Payments made to a Contract.
Partial Surrenders before the Annuity Commencement Date - You may request a partial Surrender of Contract Values
at any time before the Annuity Commencement Date. We will deduct any applicable Contingent Deferred Sales Charge. However, on a noncumulative basis, you may make partial Surrenders during any Contract Year, up to the Annual Withdrawal Amount allowed and the Contingent Deferred Sales Charge will not be assessed against such amounts. Surrender of Contract Values in excess of the Withdrawal Amount and additional surrenders made in any Contract Year will be subject to the Contingent Deferred Sales Charge. You can ask us to deduct the Contingent Deferred Sales Charge from the amount you are Surrendering or from your remaining Contract Value. If we deduct the Contingent Deferred Sales Charge from your remaining Contract Value, that amount will also be subject to Contingent Deferred Sales Charge. This is our default option.
Both full and partial Surrenders are taken proportionally from the Sub-Accounts and the Fixed Accumulation Feature.
There are two restrictions on partial Surrenders before the Annuity Commencement Date:

- The partial Surrender amount must be at least equal to $\$ 100$, our current minimum for partial Surrenders, and
- The Contract must have a minimum Contract Value of $\$ 500$ after the Surrender. The minimum Contract Value in New York must be $\$ 1000$ after the Surrender. We reserve the right to close your Contract and pay the full Surrender Value if the Contract Value is under the minimum after the Surrender. The minimum Contract Value in Texas must be $\$ 1,000$ after the Surrender with no Premium Payments made during the prior two Contract Years.
Under certain circumstances we had permitted certain Contract Owners to reinstate their Contracts when a Contract Owner had requested a Surrender (either full or Partial) and returned the forms in good order to us. As of October 4, 2013, we no Ionger allow Contract Owners to reinstate their Contracts when a Contract Owner requests a Surrender (either full or Partial).
Full Surrenders after the Annuity Commencement Date - You may Surrender your Contract on or after the Annuity Commencement Date only if you selected variable dollar amount Annuity Payouts under the Payments For a Period Certain Annuity Payout Option. Under this option, we pay you the Commuted Value of your Contract minus any applicable Contingent Deferred Sales Charges. The Commuted Value is determined on the day we receive your written request for Surrender.
Partial Surrenders after the Annuity Commencement Date - Partial Surrenders are permitted after the Annuity Commencement Date if you select the Payments for a Designated Period Annuity Payout Option. If you purchased Series IV or V , partial Surrenders are also permitted after the Annuity Commencement Date if you select the Life Annuity with 120, 180, or 240 Monthly Payments Certain Annuity Option. You may take partial Surrenders of amounts equal to the Commuted Value of the payments that we would have made during the "Period Certain" for the number of years you select under the Annuity Payout Option that we guarantee to make Annuity Payouts.
To qualify for partial Surrenders under these Annuity Payout Options you must elect a variable dollar amount Annuity Payout and you must make the Surrender request during the Period Certain.
Both full and partial Surrenders are taken proportionally from the Sub-Accounts and the Fixed Accumulation Feature.
We will deduct any applicable Contingent Deferred Sales Charges.
If you elect to take the entire Commuted Value of the Annuity Payouts we would have made during the Period Certain, we will not make any Annuity Payouts during the remaining Period Certain. If you elect to take only some of the Commuted Value of the Annuity Payouts we would have made during the Period Certain, we will reduce the remaining Annuity Payouts during the remaining Period Certain. Annuity Payouts that are to be made after the Period Certain is over will not change.
Please check with your tax adviser because there could be adverse tax consequences for Partial Surrenders after the Annuity Commencement Date.


## Does the Invesco V.I. Government Money Market Fund impose a fee or gate for redemption?

The Invesco V.I. Government Money Market Fund will continue to use the amortized cost method of valuation to seek to maintain a stable $\$ 1.00$ net asset value and does not intend to impose liquidity fees or redemption gates on Fund redemptions. The Fund's board reserves the right to impose a liquidity fee or redemption gate in the future upon prior notice to shareholders and in conformance to Rule 2a-7 of the Investment Company Act of 1940. Further detail is set forth in the Fund's prospectus.

## How do I request a Surrender?

Requests for full Surrenders must be in writing. Requests for partial Surrenders can be made in writing or by telephone. We will send your money within seven days of receiving complete instructions. However, we may postpone payment of Surrenders whenever: (a) the New York Stock Exchange is closed, (b) trading on the New York Stock Exchange is restricted by the SEC, (b) the SEC permits and orders postponement or (c) the SEC determines that an emergency exists to restrict valuation.

Written Requests - Complete a Surrender form or send us a letter, signed by you, stating:

- the dollar amount that you want to receive, either before or after we withhold taxes and deduct for any applicable charges,
- your tax withholding amount or percentage, if any, and
- your disbursement instructions, including your mailing address.

You may submit this form via mail or fax.
Unless you specify otherwise, we will provide the dollar amount you want to receive after applicable taxes and charges as the default option.

If there are joint Owners, both must authorize these transactions. For a partial Surrender, specify the Sub-Accounts that you want your Surrender to come from (this may be limited to pro-rata Surrenders if optional benefits are elected); otherwise, the Surrender will be taken in proportion to the value in each Sub-Account.

## Telephone or Internet Requests

To request a partial Surrender by telephone or internet, we must have received your completed Internet Partial Withdrawal/ Telephone Redemption Authorization Form. If there are joint Owners, both must sign the form. By signing the form, you authorize us to accept telephone or internet instructions for partial Surrenders from either Owner. Telephone or Internet authorization will remain in effect until we receive a written cancellation notice from you or your joint Owner, we discontinue the program, or you are no longer the Owner of the Contract. Please call us with any questions regarding restrictions on telephone or internet Surrenders.
We may record telephone calls and use other procedures to verify information and confirm that instructions are genuine. We will not be liable for losses or expenses arising from telephone instructions reasonably believed to be genuine.
We may modify the requirements for telephone and/or internet redemptions at any time.
Telephone and internet Surrender instructions received before the end of a Valuation Day will be processed at the end of that Valuation Day. Otherwise, your request will be processed at the end of the next Valuation Day.
Completing a Power of Attorney for another person to act on your behalf may prevent you from making Surrenders via telephone and internet.

## What should be considered about taxes?

There are certain tax consequences associated with Surrenders:
Prior to age $591 / 2$ - If you make a Surrender prior to age $591 / 2$, there may be adverse tax consequences including a $10 \%$ federal income tax penalty on the taxable portion of the Surrender payment. Surrendering before age $591 / 2$ may also affect the continuing tax-qualified status of some Contracts.
We do not monitor Surrender requests. To determine whether a Surrender is permissible, with or without federal income tax penalty, please consult your personal tax adviser.
More than one Contract issued in the same calendar year - If you own more than one contract issued by us or our affiliates in the same calendar year, then these contracts may be treated as one contract for the purpose of determining the taxation of distributions prior to the Annuity Commencement Date. Please consult your tax adviser for additional information.
Internal Revenue Code section 403(b) annuities - As of December 31, 1988, all section 403(b) annuities have limits on full and partial Surrenders. Contributions to your Contract made after December 31, 1988 and any increases in cash value after December 31, 1988 may not be distributed unless you are: (a) age $591 / 2$, (b) no longer employed, (c) deceased, (d) disabled, or (e) experiencing a financial hardship (cash value increases may not be distributed for hardships prior to age $591 / 2$ ). Distributions prior to age $591 / 2$ due to financial hardship; unemployment or retirement may still be subject to a penalty tax of 10\%.
We will no longer accept any incoming 403(b) exchanges or applications for 403(b) individual annuity contracts.
We encourage you to consult with your qualified tax adviser before making any Surrenders. Please see the "Federal Tax Considerations" section for more information.

## Annuity Commencement Date Deferral Option ("Deferral Option")

## Who is eligible to participate in the Deferral Option?

If you purchased Series V or Series VI, we will notify you prior to your Annuity Commencement Date of the options available to you at your Annuity Commencement Date. During the Election Period, which begins when we send you the Deferral Option rider and ends on your Annuity Commencement Date ("Election Period"), you may choose any of the available options. If one of the options available at that time is the Deferral Option and the following conditions are met during the entirety of the Election Period, you may elect the Deferral Option:

- You have not elected the Deferral Option previously;
- The Deferral Option has not been withdrawn by us;
- We have not received a death notification on the Contract. (In addition, if a death that triggers a Death Benefit under the Contract occurs before we process your request for the Deferral Option, you and your Beneficiary(ies) will not be eligible for the Deferral Option);
- No death that triggers a Death Benefit under the Contract occurs before your Annuity Commencement Date;
- Your beneficiaries have not elected a death benefit settlement option;
- You are within 90 days of your Annuity Commencement Date and you are at least 90 years old on your Annuity Commencement Date;
- We have not previously received a separate full Surrender request from you;
- The state in which your Contract was issued has approved the Deferral Option rider;
- We must receive your signed Annuity Commencement Date Deferral Option Form in Good Order at our Administrative Office to elect the Deferral Option. We must receive the Annuity Commencement Date Deferral Option Form on any Valuation Day up to and including the Annuity Commencement Date, provided we receive it no later than 4:00 p.m. Eastern Time or, if earlier, the close of the New York Stock Exchange on the Annuity Commencement Date. If the Annuity Commencement Date falls on a non-Valuation Day we must receive it by the prior Valuation Day;
- You must not be beyond your Annuity Commencement Date or have annuitized your Contract;
- You must be a customer of a Financial Intermediary in accordance with our records;
- The Contract is not owned by a Charitable Remainder Trust (The Annuity Commencement Date of Series VI contracts is the Annuitant's 100th birthday except in New York and Pennsylvania, where the Annuity Commencement Date is the Annuitant's 90th birthday. The Annuity Commencement Date of Series V contracts is the Annuitant's 90th birthday); and
- During the Election Period, we have not received a request to process additional Premium Payments through a 1035 exchange, direct transfer or direct rollover.
If, on the Annuity Commencement Date, you are not eligible to defer your Annuity Commencement Date to the Annuitant's 100th birthday, your Contract will annuitize using the default annuitization option outlined in your Contract unless you have provided us with In Good Order instructions to the contrary.
While we have described the Deferral Option, this does not signify that your state has approved the Deferral Option rider and does not mean that the Deferral Option will be available in the future even if the rider has been approved by your state. Approval by your state is not an endorsement by that state of the Deferral Option.
If you are eligible for the Deferral Option and if you properly elect the Deferral Option, no changes will be made to your contract until the Annuity Commencement Date. On that date, the following changes will occur:
- Your Annuity Commencement Date will be deferred to the Annuitant's 100th birthday ("the Deferred Annuity Commencement Date");
- The Death Benefit described in your Contract and any optional Death Benefit will be terminated and the new Death Benefit will be the Contract Value on the date of receipt of Due Proof of Death at our Administrative Office. During the time period between our receipt of Due Proof of Death and our receipt of complete settlement instructions from each Beneficiary, the Death Benefit amount will be subject to market fluctuations;
- All optional Death Benefit rider charges will no longer be assessed;
- You may not transfer money into your Contract through a 1035 exchange, direct transfer or direct rollover unless the request to transfer money was received prior to the Election Period;
- There is an imposed limit of $20 \%$ of the Contract Value that may be allocated to the Fixed Accumulation Feature. Any amount over 20\% of Contract Value allocated to the Fixed Accumulation Feature on the original Annuity Commencement Date will be moved out of the Fixed Accumulation Feature via a Dollar Cost Averaging program with a duration of six months or less according to the instructions that you provide us on the Annuity Commencement Date Deferral Option Form. Any existing restriction on the maximum amount transferable from the Fixed Accumulation Feature during any Contract Year will be waived on and after the original Annuity Commencement Date. You may transfer amounts from existing Funds to the Fixed Accumulation Feature until the total amount in the Fixed Accumulation Feature reaches a maximum of 20\% of the Contract Value. The Contract Value is calculated on the Valuation Day immediately before the transfer. No more than $20 \%$ of any subsequent Premium Payments may be allocated to the Fixed Accumulation Feature;
- If there is a Dollar Cost Averaging Program already established from the Fixed Accumulation Feature it will be terminated. You may begin a new Dollar Cost Averaging Program by contacting us after the original Annuity Commencement Date; and
- The default annuitization option for Qualified Contracts is the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 60 months. The default annuitization option for non-Qualified Contracts is the Life Annuity with 60, 120, 180, or 240 Monthly Payment Certain Annuity Payout Option with period certain payments for 120 months. In general, we use Contract Value to calculate fixed dollar amount Annuity Payouts, variable dollar amount Annuity Payouts, or a combination of fixed or variable dollar amount Annuity Payouts, depending on the investment allocation of your Contract in effect on the Deferred Annuity Commencement Date.
The ability to elect the Deferral Option may not be available in every State. The Deferral Option may be cancelled or withdrawn at any time by us without prior notification from us, except that we will not withdraw the option for any Contract Owner who has been offered the option at the beginning of the Election Period preceding the Annuity Commencement Date.
You are not required to elect the Deferral Option and you do not need to take any action if you do not want to elect the Deferral Option.
We encourage you to review the Deferral Option with your tax adviser regarding the tax consequences of electing the Deferral Option.
Please carefully review the Tax Considerations section of the prospectus for additional information.

This Deferral Option will not be appropriate for all Contract Owners, and it may not be in your best interest to elect the Deferral Option.
Other Considerations

- We cannot recommend whether or not the Deferral Option is the right choice for you. Please discuss the merits of the Deferral Option with your Financial Intermediary and tax adviser to be sure that the Deferral Option is suitable for you based on your particular circumstances;
- It is possible that the IRS could characterize the deferral of your annuity commencement date as a deemed exchange of your contract. Therefore, if your contract was issued prior to 1989, you should discuss the possible loss of any grandfathered rights related to your current contract with your tax adviser. In addition, if you elect the Deferral Option for more than one contract in the same year and the IRS were to characterize the deferral of your annuity commencement dates as a deemed exchange of your contracts, your contracts may be aggregated for the purposes of determining the taxability of any future distributions;
- It is possible that the selection of an Annuity Commencement Date at certain advanced ages could result in the Contract not being treated as an annuity for tax purposes; therefore, you should consult with your tax adviser;
- Whether the advantages of deferring the Annuity Commencement Date outweigh any other option available to you at that time including liquidation or choosing an Annuity Payout Option;
- Whether the advantages of deferring the Annuity Commencement Date outweigh the disadvantages, including the loss of all Death Benefits in excess of Contract Value and the constraints on investments into the Fixed Accumulation Feature;
- Whether you have other assets to meet your future income needs;
- Whether you will change your mind. Once you have elected the Deferral Option, you will not have the ability to reverse any changes made to your Contract on the original Annuity Commencement Date;
- In your evaluation of the Deferral Option, you should consult with your Financial Intermediary and tax adviser and potentially any Beneficiaries named in the Contract;
- The Deferral Option may not be available in all states, through all Financial Intermediaries or for all contracts;
- Financial Intermediaries do not receive additional compensation if you choose the Deferral Option, but continue to receive existing compensation throughout the deferral period;
- If you choose an Annuity Payout Option, you cannot later elect the Deferral Option; and
- If you elect the Deferral Option, you may choose any then available Annuity Payout Options at or before the Deferred Annuity Commencement Date; however, you cannot elect to defer your Annuity Commencement Date further. On your Deferred Annuity Commencement Date if you have a Qualified Contract, the default Annuity Payout Option is a Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 60 months. If you have a non-Qualified Contract, the default Annuity Payout Option is the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 120 months. In general, we use Contract Value to calculate fixed dollar amount Annuity Payouts, variable dollar amount Annuity Payouts, or a combination of fixed or variable dollar amount Annuity Payouts, depending on the investment allocation of your Contract in effect on the Deferred Annuity Commencement Date.


## Annuity Payouts

This section describes what happens when we begin to make regular Annuity Payouts from your Contract. You, as the Contract Owner, should answer five questions:

- When do you want Annuity Payouts to begin?
- Which Annuity Payout Option do you want to use?
- How often do you want to receive Annuity Payouts?
- What is the Assumed Investment Return?
- Do you want Annuity Payouts to be fixed or variable or a combination?

Please check with your Investment Professional to select the Annuity Payout Option that best meets your income needs.
As of October 4, 2013 we no longer allow Contract Owners to extend their Annuity Commencement Date even though we may have granted extensions in the past to you or other similarly situated investors.
On February 13, 2016, we began allowing eligible Contract Owners to defer their Annuity Commencement Date pursuant to the provisions outlined in the Annuity Commencement Date Deferral Option section.
If you defer your Annuity Commencement Date, the Life Annuity with 120, 180, or 240 Monthly Payments Certain Annuity Payout Option will be referred to as the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option. For Qualified Contracts, if you defer your Annuity Commencement Date, the minimum periods for the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments will be 60 months. For non-Qualified

Contracts, if you defer your Annuity Commencement Date, the minimum periods for the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments will be 120 months.
For Qualified Contracts, if you defer your Annuity Commencement Date and if, between your Annuity Commencement Date and your Deferred Annuity Commencement Date, you do not tell us which Annuity Payout Option you want, we will pay you under the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 60 months. For non-Qualified Contracts, if you defer your Annuity Commencement Date and if, between your Annuity Commencement Date and your Deferred Annuity Commencement Date, you do not tell us which Annuity Payout Option you want, we will pay you under the Life Annuity with 60, 120, 180, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 120 months.

## Proof of Survival

The payment of any annuity benefit will be subject to evidence that the Annuitant is alive on the date such payment is otherwise due.

## 1. When do you want Annuity Payouts to begin?

You selected an Annuity Commencement Date when you purchased your Contract or it can be selected at any time before you begin receiving Annuity Payouts. If the annuity reaches the maximum Annuity Commencement Date, which is generally the later of the 10th Contract Anniversary or the date the annuitant reaches age 90, (unless you choose the Deferral Option, described above) the Contract will automatically be annuitized. If you purchased your Contract in New York, you must begin Annuity Payouts before your Annuitant's 91 st birthday (unless you choose the Deferral Option, described above). The Annuity Commencement Date for Series VI Contracts issued to the trustee of a Charitable Remainder Trust may be deferred to the Annuitant's 100th birthday except in New York and Pennsylvania, where the Annuity Commencement Date is the Annuitant's 90th birthday.
For Series V or Series VI, if you elect the Deferral Option, you may defer your Annuity Commencement Date to the fifteenth day of any month before or including the month of the Annuitant's 100th birthday. Once elected, in the event the Contingent Annuitant becomes the Annuitant and in the absence of a written election to the contrary, the Deferred Annuity Commencement Date will be the fifteenth day of the month coincident with or next following the Contingent Annuitant's 100th birthday.
The Annuity Calculation Date is when the amount of your Annuity Payout is determined. This occurs within five Valuation Days before your selected Annuity Commencement Date.
All Annuity Payouts, regardless of frequency, will occur on the same day of the month as the Annuity Commencement Date. After the initial payout, if an Annuity Payout date falls on a Non-Valuation Day, the Annuity Payout is computed on the prior Valuation Day. If the Annuity Payout date does not occur in a given month due to a leap year or months with only 28 days (i.e. the 31st), the Annuity Payout will be computed on the last Valuation Day of the month.

## 2. Which Annuity Payout Option do you want to use?

Your Contract contains the Annuity Payout Options described below. We may make other Annuity Payout Options available. Once we begin to make Annuity Payouts, the Annuity Payout Option cannot be changed.

## Life Annuity

We make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, we stop making Annuity Payouts. A Payee would receive only one Annuity Payout if the Annuitant dies after the first payout, two Annuity Payouts if the Annuitant dies after the second payout, and so forth.

## Life Annuity with a Cash Refund

We will make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, if the Annuity Payouts already made are less than the Contract Value on the Annuity Commencement Date minus any Premium Tax, the remaining value will be paid to the Beneficiary. The remaining value is equal to the Contract Value minus any Premium Tax minus all Annuity Payouts already made. This option is only available for fixed dollar amount Annuity Payouts.

## Life Annuity with 120, 180 or $\mathbf{2 4 0}$ Monthly Payments Certain

We make monthly Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a minimum of 120, 180 or 240 months, as you elect. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of months, then the Commuted Value as of the date of the Annuitant's death will be paid in one sum to the Beneficiary or the Beneficiary may continue the Annuity Payouts.
For Series V or Series VI, if you elect the Deferral Option, then between your original Annuity Commencement Date and your Deferred Annuity Commencement Date, the following section replaces Life Annuity with 120, 180 or 240 Monthly Payments Certain:
Life Annuity with 60, 120, 180 or $\mathbf{2 4 0}$ Monthly Payments Certain
We make monthly Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a minimum of $60,120,180$ or 240 months, as you elect. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of months, then the Commuted Value as of the date of the Annuitant's death will be
paid in one sum to the Beneficiary or your Beneficiary may continue the Annuity Payouts.
Joint and Last Survivor Life Annuity
We will make Annuity Payouts as long as the Annuitant and Joint Annuitant are living. When one Annuitant dies, we continue to make Annuity Payouts until that second Annuitant dies.
When choosing this option, you must decide what will happen to the Annuity Payouts after the first Annuitant dies. You must select Annuity Payouts that:

- Remain the same at $100 \%$, or
- Decrease to $66.67 \%$, or
- Decrease to $50 \%$.

For variable Annuity Payouts, these percentages represent Annuity Units; for fixed Annuity Payouts, they represent actual dollar amounts. The percentage will also impact the Annuity Payout amount we pay while both Annuitants are living. If you pick a lower percentage, your original Annuity Payouts will be higher while both Annuitants are alive.
Payments For a Period Certain - We agree to make payments for a specified time. The minimum period that you can select is 5 years. The maximum period that you can select is 100 years minus your Annuitant's age. If, at the death of the Annuitant, Annuity Payouts have been made for less that the time period selected, then the Beneficiary may elect to continue the remaining Annuity Payouts or receive the Commuted Value in one sum.

## Important Information:

- You cannot Surrender your Contract once Annuity Payouts begin, unless you have selected Payments for a Designated Period variable dollar amount Annuity Payout Option. If you purchased Series IV or Series V, you may take partial or full surrenders under Life Annuity with 120, 180 or 240 Monthly Payments Certain or Joint and Last Survivor Life Annuity with 120, 180 or 240 Monthly Payments Certain variable dollar amount Annuity Payout Options. A Contingent Deferred Sales Charge may be deducted.
- For qualified Contracts, if you elect an Annuity Payout Option with a Period Certain, the guaranteed number of years must be less than the life expectancy of the Annuitant at the time the Annuity Payouts begin. We compute life expectancy using the IRS mortality tables.
- Automatic Annuity Payouts - If you do not elect an Annuity Payout Option, Annuity Payouts will automatically begin on the Annuity Commencement Date under the Life Annuity with 120 Monthly Payments Certain Annuity Payout Option. Automatic Annuity Payouts will be fixed dollar amount Annuity Payouts, variable dollar amount Annuity Payouts, or a combination of fixed or variable dollar amount Annuity Payouts, depending on the investment allocation of your Account in effect on the Annuity Commencement Date. Automatic variable Annuity Payouts will be based on an assumed investment return according to state law. For Qualified Contracts, if you defer your Annuity Commencement Date and if, between your Annuity Commencement Date and your Deferred Annuity Commencement Date, you do not tell us what Annuity Payout Option you want, we will pay you under the Life Annuity with $60,120,180$, or 240 Monthly Payments Certain Annuity Payout Option with period certain payments for 60 months.


## 3. How often do you want the Payee to receive Annuity Payouts?

In addition to selecting an Annuity Commencement Date and an Annuity Payout Option, you must also decide how often you want the Payee to receive Annuity Payouts. You may choose to receive Annuity Payouts:

- monthly,
- quarterly,
- semi-annually, or
- annually.

Once you select a frequency, it cannot be changed. If you do not make a selection, the Payee will receive monthly Annuity Payouts. You must select a frequency that results in an Annuity Payout of at least $\$ 50$. If the amount falls below $\$ 50$, we have the right to change the frequency to bring the Annuity Payout up to at least $\$ 50$. For Contracts issued in New York, the minimum monthly Annuity Payout is $\$ 20$.

## 4. What is the Assumed Investment Return?

The Assumed Investment Return is the investment return used to calculate variable Annuity Payouts. The Assumed Investment Return for your Annuity if you purchased Series VI is $5 \%$, Series II, Series IIR, Series III, Series IV and Series V have a $4 \%$ Assumed Investment Return. The first Annuity Payout will be based on the Assumed Investment Return. The remaining Annuity Payouts will fluctuate based on the actual investment results of the Sub-Accounts.

## 5. Do you want Annuity Payouts to be fixed or variable or a combination?

You may choose an Annuity Payout Option with fixed-dollar amounts, variable-dollar amounts or a combination depending on your income needs.
Fixed-Dollar Amount Annuity Payouts - Once a fixed-dollar amount Annuity Payout begins, you cannot change your
selection to receive variable-dollar amount Annuity Payouts. You will receive equal fixed-dollar amount Annuity Payouts throughout the Annuity Payout period. Fixed-dollar amount Annuity Payout amounts are determined by multiplying the Contract Value, minus any applicable Premium Taxes, by an Annuity rate. The annuity rate is set by us and is not less than the rate specified in the fixed-dollar amount Annuity Payout Option tables in your Contract. The fixed-dollar amount Annuity Payout is not available for Series II.
Variable-Dollar Amount Annuity Payouts - Once a variable dollar amount Annuity Payout begins, you cannot change your selection to receive a fixed dollar amount Annuity Payout. A variable-dollar amount Annuity Payout is based on the investment performance of the Sub-Accounts. The variable-dollar amount Annuity Payouts may fluctuate with the performance of the underlying Funds. To begin making variable-dollar amount Annuity Payouts, we convert the first Annuity Payout amount to a set number of Annuity Units and then price those units to determine the Annuity Payout amount. The number of Annuity Units that determines the Annuity Payout amount remains fixed unless you transfer units between Sub-Accounts.
The dollar amount of the first variable Annuity Payout depends on:

- the Annuity Payout Option chosen,
- the Annuitant's attained age and gender (if applicable), and,
- the applicable annuity purchase rates based on the 1983a Individual Annuity Mortality table
- the Assumed Investment Return.

The total amount of the first variable-dollar amount Annuity Payout is determined by dividing the Contract Value minus any applicable Premium Taxes, by $\$ 1,000$ and multiplying the result by the payment factor defined in the Contract for the selected Annuity Payout Option.
The dollar amount of each subsequent variable-dollar amount Annuity Payout is equal to the total of Annuity Units for each Sub-Account multiplied by Annuity Unit Value of each Sub-Account.
The Annuity Unit Value of each Sub-Account for any Valuation Period is equal to the Accumulation Unit Value Net Investment Factor for the current Valuation Period multiplied by the Annuity Unit Factor, multiplied by the Annuity Unit Value for the preceding Valuation Period. The Annuity Unit Factor offsets the AIR used to calculate your first variable dollar amount Annuity Payout. The Annuity Unit Factor for a 4\% AIR is 0.999893 . The Annuity Unit Factor for a 5\% AIR is 0.999866 .
Combination Annuity Payout - You may choose to receive a combination of fixed dollar amount and variable dollar amount Annuity Payouts as long as they total $100 \%$ of your Annuity Payout. For example, you may choose to use $40 \%$ fixed dollar amount and $60 \%$ variable dollar amount to meet your income needs. Combination Annuity Payouts are not available during the first two Contract Years.
Transfer of Annuity Units - Depending on which Series you purchased, you may be able to transfer dollar amounts of Annuity Units from one Sub-Account to another after the Annuity Calculation Date. On the day you make a transfer, the dollar amounts are equal for both Sub-Accounts and the number of Annuity Units will be different. We will transfer the dollar amount of your Annuity Units the day we receive your written request if received before the close of the New York Stock Exchange. Otherwise, the transfer will be made on the next Valuation Day. Please check your Contract to see if these transfers are available. All SubAccount transfers must comply with our Sub-Account transfer restriction policies. For more information on Sub-Account transfer restrictions please see the sub-section entitled "Can I transfer from one Sub-Account to another?" under the section entitled "The Contract."

## Other Programs Available

We may discontinue, modify or amend any of these Programs or any other programs we establish. Any change other than termination of a Program will not affect Contract Owners currently enrolled in the Program. There is no additional charge for these programs. If you are enrolled in any of these programs while a Fund merger, substitution or liquidation takes place, unless otherwise noted in any communication from us; your Contract Value invested in such underlying Fund will be transferred automatically to the designated surviving Fund in the case of mergers and any available Money Market Fund in the case of Fund liquidations. Your enrollment instructions will be automatically updated to reflect the surviving Fund or a Money Market Fund for any continued and future investments.
InvestEase ${ }^{\circledR}$ Program - InvestEase is an electronic transfer program that allows you to have money automatically transferred from your checking or savings account, and invested in your Contract. It is available for Premium Payments made after your initial Premium Payment. The minimum amount for each transfer is $\$ 50$. You can elect to have transfers occur either monthly or quarterly, and they can be made into any Account available in your Contract.
Automatic Income Program - The Automatic Income Program allows you to Surrender up to 10\% of your total Premium Payments each Contract Year without a Contingent Deferred Sales Charge. You can Surrender from the Accounts you select systematically on a monthly, quarterly, semiannual, or annual basis. The minimum amount of each Surrender is $\$ 100$. Amounts taken under this Program will count towards the Annual Withdrawal Amount, and if received prior to age $591 / 2$, may have adverse tax consequences, including a $10 \%$ federal income tax penalty on the taxable portion of the Surrender payment. Please see

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Federal Tax Considerations and Appendix VI for more information regarding the tax consequences associated with your Contract.

## Static Asset Allocation Models

This feature allows you to select an asset allocation model of Funds based on several potential factors including your risk tolerance, time horizon, investment objectives, or your preference to invest in certain funds or fund families. Based on these factors, you can select one of several asset allocation models, with each specifying percentage allocations among various Funds available under your Contract. Asset allocation models can be based on generally accepted investment theories that take into account the historic returns of different asset classes (e.g., equities, bonds or cash) over different time periods, or can be based on certain potential investment strategies that could possibly be achieved by investing in particular funds or fund families and are not based on such investment theories. Please see Appendix X for models that are available to you.
If you choose to participate in one of these asset allocation models, you must invest all of your Premium Payment into one model. You may invest in an asset allocation model through the Dollar Cost Averaging Program where the Fixed Accumulation Feature is the source of the assets to be invested in the asset allocation model you have chosen. You can also participate in these asset allocation models while enrolled in the Automatic Income Program.
You may participate in only one asset allocation model at a time. Asset allocation models cannot be combined with other asset allocation models or with individual sub-account elections. You can switch asset allocation models up to twelve times per year. Your ability to elect or switch into and between asset allocation models may be restricted based on fund abusive trading restrictions.
You may be required to invest in an acceptable asset allocation model as a condition for electing and maintaining certain guaranteed minimum withdrawal benefits.
Your investments in an asset allocation model will be rebalanced quarterly to reflect the model's original percentages and you may cancel your model at any time.
We have no discretionary authority or control over your investment decisions. These asset allocation models are based on then available Funds and do not include the Fixed Accumulation Feature. We make available educational information and materials (e.g., risk tolerance questionnaire, pie charts, graphs, or case studies) that can help you select an asset allocation model, but we do not recommend asset allocation models or otherwise provide advice as to what asset allocation model may be appropriate for you.
While we will not alter allocation percentages used in any asset allocation model, allocation weightings could be affected by mergers, liquidations, fund substitutions or closures. Individual availability of these models is subject to fund company restrictions. Please refer to What Restrictions Are There on your Ability to Make a Sub-Account Transfer? for more information. You will not be provided with information regarding periodic updates to the Funds and allocation percentages in the asset allocation models, and we will not reallocate your Account Value based on those updates. Information on updated asset allocation models may be obtained by contacting your Registered Representative. If you wish to update your asset allocation model, you may do so by terminating your existing model and re-enrolling into a new one. Investment alternatives other than these asset allocation models are available that may enable you to invest your Contract Value with similar risk and return characteristics. When considering an asset allocation model for your individual situation, you should consider your other assets, income and investments in addition to this annuity.
Asset Rebalancing - Asset Rebalancing is another type of asset allocation program in which you customize your SubAccounts to meet your investment needs. You select the Sub-Accounts and the percentages you want allocated to each SubAccount. Based on the frequency you select, your model will automatically rebalance to the original percentages chosen. You can transfer freely between models up to twelve times per year. You can also allocate a portion of your investment to SubAccounts that are not part of the model. You can only participate in one asset rebalancing model at a time.
Fixed Amount DCA - This feature allows you to regularly transfer (monthly or quarterly) a fixed amount from the Fixed Accumulation Feature (if available based on the form of Contract selected) or any Fund into a different Fund. This program begins approximately 15 days following the next monthly Contract Anniversary from the day the enrollment requested is established unless you instruct us otherwise. You must make at least three transfers in order to remain in this program.
Earnings/Interest DCA - This feature allows you to regularly transfer (monthly or quarterly) the interest earned from your investment in the Fixed Accumulation Feature (if available based on the form of Contract selected) or any Fund into another Fund. This program begins two business days plus the frequency selected unless you instruct us otherwise. You must make at least three transfers in order to remain in this program.

## Other Program Considerations

- You may terminate your enrollment in any Program (other than Dollar Cost Averaging Programs) at any time.
- We may discontinue, modify or amend any of these Programs at any time. We will automatically and unilaterally amend your enrollment instructions if:
- any Fund is merged or substituted into another Fund - then your allocations will be directed to the surviving Fund;
- any Fund is liquidated - then your allocations will be directed to any available money market Fund; or You may always provide us with updated instructions following any of these events.
- Continuous or periodic investment neither insures a profit nor protects against a loss in declining markets. Because these Programs involve continuous investing regardless of fluctuating price levels, you should carefully consider your ability to continue investing through periods of fluctuating prices.
- If you make systematic transfers from the Fixed Accumulation Feature under a Dollar Cost Averaging Program, you must wait 6 months after your last systematic transfer before moving Sub-Account Values back to the Fixed Accumulation Feature.
- We make available educational information and materials (e.g., pie charts, graphs, or case studies) that can help you select a model portfolio, but we do not recommend models or otherwise provide advice as to what model portfolio may be appropriate for you.
- Asset allocation does not guarantee that your Contract Value will increase nor will it protect against a decline if market prices fall. If you choose to participate in an asset allocation program, you are responsible for determining which model portfolio is best for you. Tools used to assess your risk tolerance may not be accurate and could be useless if your circumstances change over time. Although each model portfolio is intended to maximize returns given various levels of risk tolerance, a model portfolio may not perform as intended. Market, asset class or allocation option class performance may differ in the future from historical performance and from the assumptions upon which the model portfolio is based, which could cause a model portfolio to be ineffective or less effective in reducing volatility. A model portfolio may perform better or worse than any single Fund, allocation option or any other combination of Funds or allocation options. In addition, the timing of your investment and automatic rebalancing may affect performance. Quarterly rebalancing and periodic updating of model portfolios can cause their component Funds to incur transactional expenses to raise cash for money flowing out of Funds or to buy securities with money flowing into the Funds. Moreover, large outflows of money from the Funds may increase the expenses attributable to the assets remaining in the Funds. These expenses can adversely affect the performance of the relevant Funds and of the model portfolios. In addition, these inflows and outflows may cause a Fund to hold a large portion of its assets in cash, which could detract from the achievement of the Fund's investment objective, particularly in periods of rising market prices. For additional information regarding the risks of investing in a particular fund, see that Fund's prospectus.
- Additional considerations apply for qualified Contracts with respect to Static Asset Allocation Model programs. Neither we, nor any third party service provider, nor any of their respective affiliates, is acting as a fiduciary under The Employee Retirement Income Security Act of 1974, as amended (ERISA) or the Code, in providing any information or other communication contemplated by any Program, including, without limitation, any model portfolios. That information and communications are not intended, and may not serve as a primary basis for your investment decisions with respect to your participation in a Program. Before choosing to participate in a Program, you must determine that you are capable of exercising control and management of the assets of the plan and of making an independent and informed decision concerning your participation in the Program. Also, you are solely responsible for determining whether and to what extent the Program is appropriate for you and the assets contained in the qualified Contract. Qualified Contracts are subject to additional rules regarding participation in these Programs. It is your responsibility to ensure compliance of any recommendation in connection with any model portfolio with governing plan documents.
- These Programs may be adversely affected by Fund trading policies.


## Other Information

Assignment - A non-qualified Contract may be assigned. We must be properly notified in writing of an assignment. Any Annuity Payouts or Surrenders requested or scheduled before we record an assignment will be made according to the instructions we have on record. We are not responsible for determining the validity of an assignment. Assigning a non-qualified Contract may require the payment of income taxes and certain penalty taxes. Please consult a qualified tax advisor before assigning your Contract.
A qualified Contract may not be transferred or otherwise assigned, unless allowed by applicable law.
Speculative Investing - Do not purchase this Contract if you plan to use it, or any of its riders, for speculation, arbitrage, viatication or any other type of collective investment scheme. By purchasing this Contract you represent and warrant that you are not using this Contract, or any of its riders, for speculation, arbitrage, viatication or any other type of collective investment scheme.
Contract Modification - The Annuitant may not be changed. However, if the Annuitant is still living, the Contingent Annuitant may be changed at any time prior to the Annuity Commencement Date by sending us written notice.
We may modify the Contract, but no modification will affect the amount or term of any Contract unless a modification is required to conform the Contract to applicable federal or state law. No modification will effect the method by which Contract Values are determined.

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How Contracts Are Sold - We have entered into a distribution agreement with our affiliate Hartford Securities Distribution Company, Inc. ("HSD") under which HSD serves as the principal underwriter for the Contracts. HSD is registered with the Securities and Exchange Commission under the 1934 Act as a broker-dealer and is a member of the Financial Industry Regulatory Authority (FINRA). The principal business address of HSD is the same as ours.
HSD has entered into selling agreements with affiliated and unaffiliated broker-dealers, and financial institutions ("Financial Intermediaries") for the sale of the Contracts. We pay compensation to HSD for sales of the Contracts by Financial Intermediaries. HSD, in its role as principal underwriter, did not retain any underwriting commissions for the fiscal year ended December 31, 2017. Contracts were sold by individuals who were appointed by us as insurance agents and who were investment professionals of Financial Intermediaries.
Core Contracts may have been sold directly to the following individuals free of any commission ("Employee Gross-Up" on Core): 1) current or retired officers, directors, trustees and employees (and their families) of our ultimate corporate parent and affiliates; and 2) employees and Investment Professionals (and their families) of Financial Intermediaries. If applicable, we may have credited the Core Contract with a credit of $5.0 \%$ of the initial Premium Payment and each subsequent Premium Payment, if any. This additional percentage of Premium Payment in no way affects current or future charges, rights, benefits or account values of other Contract Owners.
We list below types of arrangements that helped to incentivize sales people to sell our suite of variable annuities. Not all arrangements necessarily affected each variable annuity. These types of arrangements could be viewed as creating conflicts of interest.
Financial Intermediaries receive commissions (described below under "Commissions"). Certain selected Financial Intermediaries also receive additional compensation (described below under "Additional Payments"). All or a portion of the payments we make to Financial Intermediaries may be passed on to Investment Professionals according to a Financial Intermediary's internal compensation practices.
Affiliated broker-dealers also employed individuals called "wholesalers" in the sales process. Wholesalers typically receive commissions based on the type of Contract or optional benefits sold. Commissions are based on a specified amount of Premium Payments or Contract Value.

## Commissions

Upfront commissions paid to Financial Intermediaries generally range from $1 \%$ to up to $7 \%$ of each Premium Payment you pay for your Contract. Trail commissions (fees paid for customers that maintain their Contracts generally for more than 1 year) range up to $1.20 \%$ of your Contract Value. We pay different commissions based on the Contract variation that you buy. We may pay a lower commission for sales to people over age 80.
Commission arrangements vary from one Financial Intermediary to another. We are not involved in determining your Investment Professional's compensation. Under certain circumstances, your Investment Professional may be required to return all or a portion of the commissions paid.
Check with your Investment Professional to verify whether your account is a brokerage or an advisory account. Your interests may differ from ours and your Investment Professional (or the Financial Intermediary with which they are associated). Please ask questions to make sure you understand your rights and any potential conflicts of interest. If you are an advisory client, your Investment Professional (or the Financial Intermediary with which they are associated) can be paid both by you and by us based on what you buy. Therefore, profits, and your Investment Professional's (or their Financial Intermediary's) compensation, may vary by product and over time. Contact an appropriate person at your Financial Intermediary with whom you can discuss these differences.

## Additional Payments

Subject to FINRA, Financial Intermediary and insurance rules, we (or our affiliates) also pay the following types of fees to among other things encourage the sale of this Contract and/or to provide inforce Contract Owner support. These additional payments could create an incentive for your investment professional, and the Financial Intermediary with which they are associated, to recommend products that pay them more than others, which may not necessarily be to your benefit. In addition, some Financial Intermediaries may make a profit from fees received for inforce Contract Owner support.

$\left.$| Additional <br> Payment Type | What it's used for |
| :--- | :--- | | Access to investment professionals and/or Financial Intermediaries such as one-on-one |
| :--- | :--- |
| wholesaler visits or attendance at national sales meetings or similar events. | \right\rvert\,


| Marketing Expense <br> Allowance | Pay Fund related parties for wholesaler support, training and marketing activities for certain <br> Funds. |
| :--- | :--- |
| Inforce Contract Owner | Support through such things as providing hardware and software, operational and systems <br> integration, links to our website from a Financial Intermediary's websites; shareholder services. |
| Support | Educational (due diligence), sales or training seminars, conferences and programs, sales and <br> service desk training. |
| Training | Pay |

Volume Pay for the overall volume of their sales or the amount of money investing in our products.

As of December 31, 2017, we have entered into ongoing contractual arrangements to make Additional Payments to the following Financial Intermediaries for our entire suite of variable annuities:
AIG Advisors Group, Inc., (FSC Securities Corporation, Royal Alliance Assoc., Inc., Sagepoint Financial), Cambridge Investment Research Inc., Cetera Financial Group (Cetera Financial Specialists, LLC, Cetera Investment Services, LLC, Cetera Advisors, LLC, Cetera Advisor Networks, LLC), CCO Investment Services Corp., Citigroup Global Markets, Inc., Commonwealth Financial Network, Crown Capital Securities, LLP, Edward D. Jones \& Co., LLP, First Allied Securities, Inc., First Tennessee Brokerage Inc., H.D. Vest Investment Services, Huntington Investment Company, ING Financial Partners, Investacorp, Inc., LPL Financial Corporation, Merrill Lynch Pierce Fenner \& Smith, Morgan Stanley Smith Barney, LLC, (various divisions and affiliates), Raymond James \& Associates, Inc., Raymond James Financial Services, Robert W. Baird \& Co. Inc., Securities America, Inc., UBS Financial Services, Inc., Wells Fargo Advisors LLC (various divisions), Woodbury Financial Services, Inc.
Inclusion on this list does not imply that these sums necessarily constitute "special cash compensation" as defined by FINRA Conduct Rule 2830(I)(4). We will endeavor to update this listing annually and interim arrangements may not be reflected. We assume no duty to notify any investor whether their investment professional is or should be included in any such listing.
As of December 31, 2017, we have entered into arrangements to pay Marketing Expense Allowances to the following Fund Companies (or affiliated parties) for our entire suite of variable annuities: American Funds Distributors \& Capital Research and Management Company \& Oppenheimer Variable Account Funds \& Oppenheimer Funds Distributor, Inc. Marketing Expense Allowances may vary based on the form of Contract sold and the age of the purchaser. We will endeavor to update this listing annually and interim arrangements may not be reflected. We assume no duty to notify you whether any Financial Intermediary is or should be included in any such listing. You are encouraged to review the prospectus for each Fund for any other compensation arrangements pertaining to the distribution of Fund shares.
For the fiscal year ended December 31, 2017, Additional Payments did not in the aggregate exceed approximately $\$ 15.6$ million (excluding corporate-sponsorship related perquisites and Marketing Expense Allowances) or approximately $0.04 \%$ of average total individual variable annuity assets. Marketing Expense Allowances for this period did not exceed $\$ 18,500$.

## Legal Proceedings

There continues to be significant federal and state regulatory activity relating to financial services companies. Like other insurance companies, we are involved in lawsuits, arbitrations, and regulatory/legal proceedings. Certain of the lawsuits and legal actions the Company is involved in assert claims for substantial amounts. While it is not possible to predict with certainty the ultimate outcome of any pending or future case, legal proceeding or regulatory action, we do not expect the ultimate result of any of these actions to result in a material adverse effect on the Company or its Separate Accounts. Nonetheless, given the large or indeterminate amounts sought in certain of these actions, and the inherent unpredictability of litigation, an adverse outcome in certain matters could, from time to time, have a material adverse effect on the Company's results of operations or cash flows in particular quarterly or annual periods.

## More Information

You may call your Investment Professional if you have any questions or write or call us at the address below:
Hartford Life Insurance Company
PO Box 14293
Lexington, KY 40512-4293
1-800-862-6662 (Contract Owners)
1-800-862-7155 (Investment Professionals)

## Financial Statements

You can find financial statements for us and the Separate Account in the Statement of Additional Information. To receive a copy of the Statement of Additional Information free of charge, call your investment professional or complete the form at the end of this prospectus and mail the form to us at the address indicated on the form.

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## Appendix Tax

## Federal Tax Considerations

## A. Introduction

The following summary of tax rules does not provide or constitute any tax advice. It provides only a general discussion of certain of the expected federal income tax consequences with respect to amounts contributed to, invested in or received from a Contract, based on our understanding of the existing provisions of the Internal Revenue Code ("Code"), Treasury Regulations thereunder, and public interpretations thereof by the IRS (e.g., Revenue Rulings, Revenue Procedures or Notices) or by published court decisions. This summary discusses only certain federal income tax consequences to United States Persons, and does not discuss state, local or foreign tax consequences. The term United States Persons means citizens or residents of the United States, domestic corporations, domestic partnerships, trust or estates that are subject to United States federal income tax, regardless of the source of their income. See "Nonresident Aliens and Foreign Entities" below regarding annuity purchases by, or payments to, non-U.S. Persons. Pursuant to IRS Circular 230, you are hereby notified of the following: The information contained in this document is not intended to (and cannot) be used by anyone to avoid IRS penalties. This document supports the promotion and marketing of insurance products. You should seek advice based on your particular circumstances from an independent tax advisor. This prospectus is not intended to provide tax, accounting or legal advice. Please consult your tax accountant or attorney prior to finalizing or implementing any tax or legal strategy or for any tax, account or legal advice concerning your situation.
This summary has been prepared by us after consultation with tax counsel, but no opinion of tax counsel has been obtained. We do not make any guarantee or representation regarding any tax status (e.g., federal, state, local or foreign) of any Contract or any transaction involving a Contract. In addition, there is always a possibility that the tax treatment of an annuity contract could change by legislation or other means (such as regulations, rulings or judicial decisions). Moreover, it is always possible that any such change in tax treatment could be made retroactive (that is, made effective prior to the date of the change). Accordingly, you should consult a qualified tax adviser for complete information and advice before purchasing a Contract.
In addition, although this discussion addresses certain tax consequences if you use the Contract in various arrangements, including Charitable Remainder Trusts, tax-qualified retirement arrangements, deferred compensation plans, split-dollar insurance arrangements, or other employee benefit arrangements, this discussion is not exhaustive. The tax consequences of any such arrangement may vary depending on the particular facts and circumstances of each individual arrangement and whether the arrangement satisfies certain tax qualification or classification requirements. In addition, the tax rules affecting such an arrangement may have changed recently, e.g., by legislation or regulations that affect compensatory or employee benefit arrangements. Therefore, if you are contemplating the use of a Contract in any arrangement the value of which to you depends in part on its tax consequences, you should consult a qualified tax adviser regarding the tax treatment of the proposed arrangement and of any Contract used in it.
As used in the following sections addressing "Federal Tax Considerations," the term "spouse" means the person to whom you are legally married, as determined under federal tax law. This may include opposite or same-sex spouses, but does not include those in domestic partnerships or civil unions which are not recognized as married for federal tax purposes. You are encouraged to consult with an accountant, lawyer or other qualified tax advisor about your own situation. Although some sections below discuss certain tax considerations in connection with contract loans, this is provided as general information only. Please refer to your contract to determine if your contract contains a loan provision.
The federal, as well as state and local, tax laws and regulations require the Company to report certain transactions with respect to your contract (such as an exchange of or a distribution from the contract) to the Internal Revenue Service and state and local tax authorities, and generally to provide you with a copy of what was reported. This copy is not intended to supplant your own records. It is your responsibility to ensure that what you report to the Internal Revenue Service and other relevant taxing authorities on your income tax returns is accurate based on your books and records. you should review whatever is reported to the taxing authorities by the Company against your own records, and in consultation with your own tax advisor, and should notify the Company if you find any discrepancies in case corrections have to be made.

## THE DISCUSSION SET FORTH BELOW IS INCLUDED FOR GENERAL PURPOSES ONLY. SPECIAL TAX RULES MAY apply with respect to certain situations that are not discussed herein. each potential PURCHASER OF A CONTRACT IS ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISER AS TO THE CONSEQUENCES OF ANY AMOUNTS INVESTED IN A CONTRACT UNDER APPLICABLE FEDERAL, STATE, LOCAL OR FOREIGN TAX LAW.

## B. Taxation of the Company and the Separate Account

The Separate Account is taxed as part of the Company which is taxed as a life insurance company under Subchapter L of Chapter 1 of the Code. Accordingly, the Separate Account will not be taxed as a "regulated investment company" under Subchapter M of Chapter 1 of the Code. Investment income and any realized capital gains on assets of the Separate Account are reinvested and taken into account in determining the value of the Accumulation and Annuity Units. As a result, such investment income and realized capital gains are automatically applied to increase reserves under the Contract.

Currently, no taxes are due on interest, dividends and short-term or long-term capital gain earned by the Separate Account with respect to the Contracts. The Company is entitled to certain tax benefits related to the investment of company assets, including assets of the Separate Account. These tax benefits, which may include the foreign tax credit and the corporate dividends received deduction, are not passed back to you since the Company is the owner of the assets from which the tax benefits are derived.

## C. Taxation of Annuities - General Provisions Affecting Contracts Not Held in Tax-Qualified Retirement Plans

Section 72 of the Code governs the taxation of annuities in general.

## 1. Non-Natural Persons as Owners

Pursuant to Code Section 72(u), an annuity contract held by a taxpayer other than a natural person generally is not treated as an annuity contract under the Code. Instead, such a non-natural Contract Owner generally could be required to include in gross income currently for each taxable year the excess of (a) the sum of the Contract Value as of the close of the taxable year and all previous distributions under the Contract over (b) the sum of net premiums paid for the taxable year and any prior taxable year and the amount includable in gross income for any prior taxable year with respect to the Contract under Section 72(u). However, Section 72(u) does not apply to:

- A contract the nominal owner of which is a non-natural person but the beneficial owner of which is a natural person (e.g., where the non-natural owner holds the contract as an agent for the natural person),
- A contract acquired by the estate of a decedent by reason of such decedent's death,
- Certain contracts acquired with respect to tax-qualified retirement arrangements,
- Certain contracts held in structured settlement arrangements that may qualify under Code Section 130, or
- A single premium immediate annuity contract under Code Section 72(u)(4), which provides for substantially equal periodic payments and an annuity starting date that is no later than 1 year from the date of the contract's purchase.
A non-natural Contract Owner that is a tax-exempt entity for federal tax purposes (e.g., a tax-qualified retirement trust or a Charitable Remainder Trust) generally would not be subject to federal income tax as a result of such current gross income under Code Section 72(u). However, such a tax-exempt entity, or any annuity contract that it holds, may need to satisfy certain tax requirements in order to maintain its qualification for such favorable tax treatment. See, e.g., IRS Tech. Adv. Memo. 9825001 for certain Charitable Remainder Trusts.
Pursuant to Code Section 72(s), if the Contract Owner is a non-natural person, the primary annuitant is treated as the "holder" in applying the required distribution rules described below. These rules require that certain distributions be made upon the death of a "holder." In addition, for a non-natural owner, a change in the primary annuitant is treated as the death of the "holder." However, the provisions of Code Section 72(s) do not apply to certain contracts held in tax-qualified retirement arrangements or structured settlement arrangements.
For tax years beginning after December 31, 2012, estates and trusts with gross income from annuities may be subject to an additional tax (Unearned Income Medicare Contribution) of $3.8 \%$, depending upon the amount of the estate's or trust's adjusted gross income for the taxable year.


## 2. Other Contract Owners (Natural Persons).

A Contract Owner is not taxed on increases in the value of the Contract until an amount is received or deemed received, e.g., in the form of a lump sum payment (full or partial value of a Contract) or as Annuity payments under the settlement option elected.
The provisions of Section 72 of the Code concerning distributions are summarized briefly below. Also summarized are special rules affecting distributions from Contracts obtained in a tax-free exchange for other annuity contracts or life insurance contracts which were purchased prior to August 14, 1982. For tax years beginning after December 31, 2012, individuals with gross income from annuities may be subject to an additional tax (Unearned Income Medicare Contribution) of 3.8\%, depending upon the amount of the individual's modified adjusted gross income for the taxable year.

## a. Amounts Received as an Annuity

Contract payments made periodically at regular intervals over a period of more than one full year, such that the total amount payable is determinable from the start ("amounts received as an annuity") are includable in gross income to the extent the payments exceed the amount determined by the application of the ratio of the allocable "investment in the contract" to the total amount of the payments to be made after the start of the payments (the "exclusion ratio") under Section 72 of the Code. Total premium payments less amounts received which were not includable in gross income equal the "investment in the contract." The start of the payments may be the Annuity Commencement Date, or may be an annuity starting date assigned should any portion less than the full Contract be converted to periodic payments from the Contract (Annuity Payouts).
i. When the total of amounts excluded from income by application of the exclusion ratio is equal to the allocated investment in the contract for the Annuity Payout, any additional payments (including surrenders) will be entirely includable in gross income.
ii. To the extent that the value of the Contract (ignoring any surrender charges except on a full surrender) exceeds the
"investment in the contract," such excess constitutes the "income on the contract". It is unclear what value should be used in determining the "income on the contract." We believe that the "income on the contract" does not include some measure of the value of certain future cash-value type benefits, but the IRS could take a contrary position and include such value in determining the "income on the contract".
iii. Under Section 72(a)(2) of the Code, if any amount is received as an annuity (i.e., as one of a series of periodic payments at regular intervals over more than one full year) for a period of 10 or more years, or during one or more lives, under any portion of an annuity, endowment, or life insurance contract, then that portion of the contract shall be treated as a separate contract with its own annuity starting date (otherwise referred to as a partial annuitization of the contract). This assigned annuity starting date for the new separate contract can be different from the original Annuity Commencement Date for the Contract. Also, for purposes of applying the exclusion ratio for the amounts received under the partial annuitization, the investment in the contract before receiving any such amounts shall be allocated pro rata between the portion of the Contract from which such amounts are received as an annuity and the portion of the Contract from which amounts are not received as an annuity. These provisions apply to payments received in taxable years beginning after December 31, 2010.

## b. Amounts Not Received as an Annuity

i. To the extent that the "cash value" of the Contract (ignoring any surrender charges except on a full surrender) exceeds the "investment in the contract," such excess constitutes the "income on the contract."
ii. Any amount received or deemed received prior to the Annuity Commencement Date (e.g., upon a withdrawal or partial surrender), which is non-periodic and not part of a partial annuitization, is deemed to come first from any such "income on the contract" and then from "investment in the contract," and for these purposes such "income on the contract" is computed by reference to the aggregation rule described in subparagraph 2.c. below. As a result, any such amount received or deemed received (1) shall be includable in gross income to the extent that such amount does not exceed any such "income on the contract," and (2) shall not be includable in gross income to the extent that such amount does exceed any such "income on the contract." If at the time that any amount is received or deemed received there is no "income on the contract" (e.g., because the gross value of the Contract does not exceed the "investment in the contract," and no aggregation rule applies), then such amount received or deemed received will not be includable in gross income, and will simply reduce the "investment in the contract."
iii. Generally, non-periodic amounts received or deemed received after the Annuity Commencement Date (or after the assigned annuity starting date for a partial annuitization) are not entitled to any exclusion ratio and shall be fully includable in gross income. However, upon a full surrender after such date, only the excess of the amount received (after any surrender charge) over the remaining "investment in the contract" shall be includable in gross income (except to the extent that the aggregation rule referred to in the next subparagraph 2.c. may apply).
iv. The receipt of any amount as a loan under the Contract or the assignment or pledge of any portion of the value of the Contract shall be treated as an amount received for purposes of this subparagraph 2.b. and the previous subparagraph 2.a.
v. In general, the transfer of the Contract, without full and adequate consideration, will be treated as an amount received for purposes of this subparagraph 2.b. and the previous subparagraph 2.a. This transfer rule does not apply, however, to certain transfers of property between Spouses or incident to divorce.
vi. In general, any amount actually received under the Contract as a Death Benefit, including an optional Death Benefit, if any, will be treated as an amount received for purposes of this subparagraph 2.b. and the previous subparagraph 2.
c. Aggregation of Two or More Annuity Contracts.

Contracts issued after October 21, 1988 by the same insurer (or affiliated insurer) to the same owner within the same calendar year (other than certain contracts held in connection with tax-qualified retirement arrangements) will be aggregated and treated as one annuity contract for the purpose of determining the taxation of distributions prior to the Annuity Commencement Date. An annuity contract received in a tax-free exchange for another annuity contract or life insurance contract may be treated as a new contract for this purpose. We believe that for any Contracts subject to such aggregation, the values under the Contracts and the investment in the contracts will be added together to determine the taxation under subparagraph 2.a., above, of amounts received or deemed received prior to the Annuity Commencement Date. Withdrawals will be treated first as withdrawals of income until all of the income from all such Contracts is withdrawn. In addition, the Treasury Department has specific authority under the aggregation rules in Code Section 72(e)(12) to issue regulations to prevent the avoidance of the income-out-first rules for non-periodic distributions through the serial purchase of annuity contracts or otherwise. As of the date of this prospectus, there are no regulations interpreting these aggregation provisions.

## d. 10\% Penalty Tax - Applicable to Certain Withdrawals and Annuity Payments.

i. If any amount is received or deemed received on the Contract (before or after the Annuity Commencement Date), the Code applies a penalty tax equal to ten percent of the portion of the amount includable in gross income, unless an exception applies.
ii. The $10 \%$ penalty tax will not apply to the following distributions:

1. Distributions made on or after the date the recipient has attained the age of $591 / 2$.
2. Distributions made on or after the death of the holder or, where the holder is not an individual, the death of the primary annuitant.
3. Distributions attributable to a recipient becoming disabled.
4. A distribution that is part of a scheduled series of substantially equal periodic payments (not less frequently than annually) for the life (or life expectancy) of the recipient (or the joint lives or life expectancies of the recipient and the recipient's designated Beneficiary).
5. Distributions made under certain annuities issued in connection with structured settlement agreements.
6. Distributions of amounts which are allocable to the "investment in the contract" prior to August 14, 1982 (see next subparagraph e.).
7. Distributions purchased by an employer upon termination of certain qualified plans and held by the employer until the employee separates from service.
If the taxpayer avoids this $10 \%$ penalty tax by qualifying for the substantially equal periodic payments exception and later such series of payments is modified (other than by death or disability), the $10 \%$ penalty tax will be applied retroactively to all the prior periodic payments (i.e., penalty tax plus interest thereon), unless such modification is made after both (a) the taxpayer has reached age $591 / 2$ and (b) 5 years have elapsed since the first of these periodic payments.

## e. Special Provisions Affecting Contracts Obtained Through a Tax-Free Exchange of Other Annuity or Life Insurance Contracts Purchased Prior to August 14, 1982.

If the Contract was obtained by a tax-free exchange of a life insurance or annuity Contract purchased prior to August 14, 1982, then any amount received or deemed received prior to the Annuity Commencement Date shall be deemed to come (1) first from the amount of the "investment in the contract" prior to August 14, 1982 ("pre-8/14/82 investment") carried over from the prior Contract, (2) then from the portion of the "income on the contract" (carried over to, as well as accumulating in, the successor Contract) that is attributable to such pre-8/14/82 investment, (3) then from the remaining "income on the contract" and (4) last from the remaining "investment in the contract." As a result, to the extent that such amount received or deemed received does not exceed such pre-8/14/82 investment, such amount is not includable in gross income. In addition, to the extent that such amount received or deemed received does not exceed the sum of (a) such pre-8/14/82 investment and (b) the "income on the contract" attributable thereto, such amount is not subject to the $10 \%$ penalty tax. In all other respects, amounts received or deemed received from such post-exchange Contracts are generally subject to the rules described in this subparagraph e.

## f. Required Distributions

i. Death of Contract Owner or Primary Annuitant

Subject to the alternative election or Spouse beneficiary provisions in ii or iii below:

1. If any Contract Owner dies on or after the Annuity Commencement Date and before the entire interest in the Contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
2. If any Contract Owner dies before the Annuity Commencement Date, the entire interest in the Contract shall be distributed within 5 years after such death; and
3. If the Contract Owner is not an individual, then for purposes of 1. or 2. above, the primary annuitant under the Contract shall be treated as the Contract Owner, and any change in the primary annuitant shall be treated as the death of the Contract Owner. The primary annuitant is the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.
ii. Alternative Election to Satisfy Distribution Requirements

If any portion of the interest of a Contract Owner described in i. above is payable to or for the benefit of a designated beneficiary, such beneficiary may elect to have the portion distributed over a period that does not extend beyond the life or life expectancy of the beneficiary. Such distributions must begin within a year of the Contract Owner's death.
iii. Spouse Beneficiary

If any portion of the interest of a Contract Owner is payable to or for the benefit of his or her Spouse, and the Annuitant or Contingent Annuitant is living, such Spouse shall be treated as the Contract Owner of such portion for purposes of section i. above. This Spousal Contract continuation shall apply only once for this Contract.
iv. Civil Union or Domestic Partner

Upon the death of the Contract Owner prior to the Annuity Commencement Date, if the designated beneficiary is the surviving civil union or domestic partner of the Contract Owner, rather than the spouse of the Contract Owner, then such designated beneficiary is not permitted to continue the Contract as the succeeding Contract Owner. A designated beneficiary who is a same sex spouse will be permitted to continue the Contract as the succeeding Contract Owner.

## g. Addition of Rider or Material Change.

The addition of a rider to the Contract, or a material change in the Contract's provisions, could cause it to be considered newly issued or entered into for tax purposes, and thus could cause the Contract to lose certain grandfathered tax status. Please contact your tax adviser for more information.

## h. Partial Exchanges.

The owner of an annuity contract can direct its insurer to transfer a portion of the contract's cash value directly to another annuity contract (issued by the same insurer or by a different insurer), and such a direct transfer can qualify for tax-free exchange treatment under Code Section 1035 (a "partial exchange"). The IRS in Revenue Procedure 2011-38, indicated that a partial exchange made on or after October 24, 2011 will be treated as a tax-free exchange under Code Section 1035 if there is no distribution from or surrender of, either contract involved in the exchange within 180 days of such exchange. Amounts received as annuity payments for a period of at least 10 years on one or more lives will not be treated as distributions for this purpose. If a transfer does not meet the 180 -day test, the IRS will apply general tax rules to determine the substance and treatment of the transfer.
We advise you to consult with a qualified tax adviser as to the potential tax consequences before attempting any partial exchanges.

## 3. Diversification Requirements.

The Code requires that investments supporting your Contract be adequately diversified. Code Section $817(\mathrm{~h})$ provides that a variable annuity contract will not be treated as an annuity contract for any period during which the investments made by the separate account or Fund are not adequately diversified. If a contract is not treated as an annuity contract, the contract owner will be subject to income tax on annual increases in cash value.
The Treasury Department's diversification regulations under Code Section $817(\mathrm{~h})$ require, among other things, that:

- no more than $55 \%$ of the value of the total assets of the segregated asset account underlying a variable contract is represented by any one investment,
- no more than $70 \%$ is represented by any two investments,
- no more than $80 \%$ is represented by any three investments and
- no more than $90 \%$ is represented by any four investments.

In determining whether the diversification standards are met, all securities of the same issuer, all interests in the same real property project, and all interests in the same commodity are each treated as a single investment. In the case of government securities, each government agency or instrumentality is treated as a separate issuer.
A separate account must be in compliance with the diversification standards on the last day of each calendar quarter or within 30 days after the quarter ends. If an insurance company inadvertently fails to meet the diversification requirements, the company may still comply within a reasonable period and avoid the taxation of contract income on an ongoing basis. However, either the insurer or the contract owner must agree to make adjustments or pay such amounts as may be required by the IRS for the period during which the diversification requirements were not met.
Fund shares may also be sold to tax-qualified plans pursuant to an exemptive order and applicable tax laws. If Fund shares are sold to non-qualified plans, or to tax-qualified plans that later lose their tax-qualified status, the affected Funds may fail the diversification requirements of Code Section $817(\mathrm{~h})$, which could have adverse tax consequences for Contract Owners with premiums allocated to affected Funds. In order to prevent a Fund diversification failure from such an occurrence, the Company obtained a private letter ruling ("PLR") from the IRS. As long as the Funds comply with certain terms and conditions contained in the PLR, Fund diversification will not be prevented if purported tax-qualified plans invest in the Funds. The Company and the Funds will monitor the Funds' compliance with the terms and conditions contained in the PLR.

## 4. Tax Ownership of the Assets in the Separate Account.

In order for a variable annuity contract to qualify for tax income deferral, assets in the separate account supporting the contract must be considered to be owned by the insurance company, and not by the contract owner, for tax purposes. The IRS has stated in published rulings that a variable contract owner will be considered the "owner" of separate account assets for income tax purposes if the contract owner possesses sufficient incidents of ownership in those assets, such as the ability to exercise investment control over the assets. In circumstances where the variable contract owner is treated as the "tax owner" of certain separate account assets, income and gain from such assets would be includable in the variable contract owner's gross income. The Treasury Department indicated in 1986 that it would provide guidance on the extent to which contract owners may direct their investments to particular Sub-Accounts without being treated as tax owners of the underlying shares. Although no such regulations have been issued to date, the IRS has issued a number of rulings that indicate that this issue remains subject to a facts and circumstances test for both variable annuity and life insurance contracts.
Rev. Rul. 2003-92, amplified by Rev. Rul. 2007-7, indicates that, where interests in a partnership offered in an insurer's separate account are not available exclusively through the purchase of a variable insurance contract (e.g., where such interests can be purchased directly by the general public or others without going through such a variable contract), such "public availability" means that such interests should be treated as owned directly by the contract owner (and not by the insurer) for tax purposes,
as if such contract owner had chosen instead to purchase such interests directly (without going through the variable contract). None of the shares or other interests in the fund choices offered in our Separate Account for your Contract are available for purchase except through an insurer's variable contracts or by other permitted entities.
Rev. Rul. 2003-91 indicates that an insurer could provide as many as 20 fund choices for its variable contract owners (each with a general investment strategy, e.g., a small company stock fund or a special industry fund) under certain circumstances, without causing such a contract owner to be treated as the tax owner of any of the Fund assets. The ruling does not specify the number of fund options, if any, that might prevent a variable contract owner from receiving favorable tax treatment. As a result, although the owner of a Contract has more than 20 fund choices, we believe that any owner of a Contract also should receive the same favorable tax treatment. However, there is necessarily some uncertainty here as long as the IRS continues to use a facts and circumstances test for investor control and other tax ownership issues. Therefore, we reserve the right to modify the Contract as necessary to prevent you from being treated as the tax owner of any underlying assets.

## D. Federal Income Tax Withholding

The portion of an amount received under a Contract that is taxable gross income to the Payee is also subject to federal income tax withholding, pursuant to Code Section 3405, which requires the following:

1. Non-Periodic Distributions. The portion of a non-periodic distribution that is includable in gross income is subject to federal income tax withholding unless an individual elects not to have such tax withheld ("election out"). We will provide such an "election out" form at the time such a distribution is requested. If the necessary "election out" form is not submitted to us in a timely manner, generally we are required to withhold 10 percent of the includable amount of distribution and remit it to the IRS.
2. Periodic Distributions (payable over a period greater than one year). The portion of a periodic distribution that is includable in gross income is generally subject to federal income tax withholding as if the Payee were a married individual claiming 3 exemptions, unless the individual elects otherwise. An individual generally may elect out of such withholding, or elect to have income tax withheld at a different rate, by providing a completed election form. We will provide such an election form at the time such a distribution is requested. If the necessary "election out" forms are not submitted to us in a timely manner, we are required to withhold tax as if the recipient were married claiming 3 exemptions, and remit this amount to the IRS.
Generally no "election out" is permitted if the distribution is delivered outside the United States and any possession of the United States. Regardless of any "election out" (or any amount of tax actually withheld) on an amount received from a Contract, the Payee is generally liable for any failure to pay the full amount of tax due on the includable portion of such amount received. A Payee also may be required to pay penalties under estimated income tax rules, if the withholding and estimated tax payments are insufficient to satisfy the Payee's total tax liability.

## E. General Provisions Affecting Qualified Retirement Plans

The Contract may be used for a number of qualified retirement plans. If the Contract is being purchased with respect to some form of qualified retirement plan, please refer to the section entitled "Information Regarding Tax-Qualified Retirement Plans" for information relative to the types of plans for which it may be used and the general explanation of the tax features of such plans.

## F. Nonresident Aliens and Foreign Entities

The discussion above provides general information regarding U.S. federal income tax consequences to annuity purchasers that are U.S. persons (such as U.S. citizens or U.S. resident aliens). Purchasers (and payees such as a purchaser's beneficiary) that are not U.S. persons (such as a Nonresident Alien) will generally be subject to U.S. federal income tax and withholding on taxable annuity distributions at a $30 \%$ rate, unless a lower treaty rate applies and any required information and IRS tax forms (such as IRS Form W-8BEN) are submitted to us. If withholding tax applies, we are generally required to withhold tax at a $30 \%$ rate, or a lower treaty rate if applicable, and remit it to the IRS. Foreign entities (such as foreign corporations, foreign partnerships, or foreign trusts) must provide the appropriate IRS tax forms (such as IRS Form W-8BEN-E or other appropriate Form W-8). If required by law, we may withhold $30 \%$ from any taxable payment in accordance with applicable requirements such as The Foreign Account Tax Compliance Act (FATCA) and applicable regulations. An updated Form W-8 is generally required to be submitted every three years. Purchasers may also be subject to state premium tax, other state and/or municipal taxes, and taxes that may be imposed by the purchaser's country of citizenship or residence.

## G. Estate, Gift and Generation-Skipping Tax and Related Tax Considerations

Any amount payable upon a Contract Owner's death, whether before or after the Annuity Commencement Date, is generally includable in the Contract Owner's estate for federal estate tax purposes. Similarly, prior to the Contract Owner's death, the payment of any amount from the Contract, or the transfer of any interest in the Contract, to a beneficiary or other person for less than adequate consideration may have federal gift tax consequences. In addition, any transfer to, or designation of, a nonSpouse beneficiary who either is (1) $371 / 2$ or more years younger than a Contract Owner or (2) a grandchild (or more remote further descendant) of a Contract Owner may have federal generation-skipping-transfer ("GST") tax consequences under Code Section 2601. Regulations under Code Section 2662 may require us to deduct any such GST tax from your Contract, or from
any applicable payment, and pay it directly to the IRS. However, any federal estate, gift or GST tax payment with respect to a Contract could produce an offsetting income tax deduction for a beneficiary or transferee under Code Section 691(c) (partially offsetting such federal estate or GST tax) or a basis increase for a beneficiary or transferee under Code Section 691(c) or Section 1015(d). In addition, as indicated above in "Distributions Prior to the Annuity Commencement Date," the transfer of a Contract for less than adequate consideration during the Contract Owner's lifetime generally is treated as producing an amount received by such Contract Owner that is subject to both income tax and the $10 \%$ penalty tax. To the extent that such an amount deemed received causes an amount to be includable currently in such Contract Owner's gross income, this same income amount could produce a corresponding increase in such Contract Owner's tax basis for such Contract that is carried over to the transferee's tax basis for such Contract under Code Section 72(e)(4)(C)(iii) and Section 1015.

## H. Tax Disclosure Obligations

In some instances certain transactions must be disclosed to the IRS or penalties could apply. See, for example, IRS Notice 2004-67. The Code also requires certain "material advisers" to maintain a list of persons participating in such "reportable transactions," which list must be furnished to the IRS upon request. It is possible that such disclosures could be required by us, the Owner(s) or other persons involved in transactions involving annuity contracts. It is the responsibility of each party, in consultation with their tax and legal advisers, to determine whether the particular facts and circumstances warrant such disclosures.

## Information Regarding Tax-Qualified Retirement Plans

This summary does not attempt to provide more than general information about the federal income tax rules associated with use of a Contract by a tax-qualified retirement plan. State income tax rules applicable to tax-qualified retirement plans often differ from federal income tax rules, and this summary does not describe any of these differences. Because of the complexity of the tax rules, owners, participants and beneficiaries are encouraged to consult their own tax advisors as to specific tax consequences.
The Contracts are available to a variety of tax-qualified retirement plans and arrangements (a "Qualified Plan" or "Plan"). Tax restrictions and consequences for Contracts or accounts under each type of Qualified Plan differ from each other and from those for Non-Qualified Contracts. In addition, individual Qualified Plans may have terms and conditions that impose additional rules. Therefore, no attempt is made herein to provide more than general information about the use of the Contract with the various types of Qualified Plans. Participants under such Qualified Plans, as well as Contract Owners, annuitants and beneficiaries, are cautioned that the rights of any person to any benefits under such Qualified Plans may be subject to terms and conditions of the Plans themselves or limited by applicable law, regardless of the terms and conditions of the Contract issued in connection therewith. Qualified Plans generally provide for the tax deferral of income regardless of whether the Qualified Plan invests in an annuity or other investment. You should consider if the Contract is a suitable investment if you are investing through a Qualified Plan.
The following is only a general discussion about types of Qualified Plans for which the Contracts may be available. We are not the plan administrator for any Qualified Plan. The plan administrator or custodian, whichever is applicable, (but not us) is responsible for all Plan administrative duties including, but not limited to, notification of distribution options, disbursement of Plan benefits, handling any processing and administration of Qualified Plan loans, compliance with regulatory requirements and federal and state tax reporting of income/distributions from the Plan to Plan participants and, if applicable, beneficiaries of Plan participants and IRA contributions from Plan participants. Our administrative duties are limited to administration of the Contract and any disbursements of any Contract benefits to the Owner, annuitant or beneficiary of the Contract, as applicable. Our tax reporting responsibility is limited to federal and state tax reporting of income/distributions to the applicable payee and IRA contributions from the Owner of a Contract, as recorded on our books and records. If you are purchasing a Contract through a Qualified Plan, you should consult with your Plan administrator and/or a qualified tax adviser. You also should consult with a qualified tax adviser and/or Plan administrator before you withdraw any portion of your Contract Value.
The tax rules applicable to Qualified Contracts and Qualified Plans, including restrictions on contributions and distributions, taxation of distributions and tax penalties, vary according to the type of Qualified Plan, as well as the terms and conditions of the Plan itself. Various tax penalties may apply to contributions in excess of specified limits, plan distributions (including loans) that do not comply with specified limits, and certain other transactions relating to such Plans. Accordingly, this summary provides only general information about the tax rules associated with use of a Qualified Contract in such a Qualified Plan. In addition, some Qualified Plans are subject to distribution and other requirements that are not incorporated into our administrative procedures. Owners, participants, and beneficiaries are responsible for determining that contributions, distributions and other transactions comply with applicable tax (and non-tax) law and any applicable Qualified Plan terms. Because of the complexity of these rules, Owners, participants and beneficiaries are advised to consult with a qualified tax adviser as to specific tax consequences.
We do not currently offer the Contracts in connection with all of the types of Qualified Plans discussed below, and may not offer the Contracts for all types of Qualified Plans in the future.

## 1. Individual Retirement Annuities ("IRAs").

In addition to "traditional" IRAs governed by Code Sections 408(a) and (b) ("Traditional IRAs"), there are Roth IRAs governed by Code Section 408A, SEP IRAs governed by Code Section 408(k), and SIMPLE IRAs governed by Code Section 408(p). Also, Qualified Plans under Code Section 401, 403(b) or 457(b) may elect to provide for a separate account or annuity contract that accepts after-tax employee contributions and is treated as a "Deemed IRA" under Code Section 408(q), which is generally subject to the same rules and limitations as Traditional IRAs. Contributions to each of these types of IRAs are subject to differing limitations. The following is a very general description of each type of IRA for which a Contract is available.

## a. Traditional IRAs

Traditional IRAs are subject to limits on the amounts that may be contributed each year, the persons who may be eligible, and the time when minimum distributions must begin. Depending upon the circumstances of the individual, contributions to a Traditional IRA may be made on a deductible or non-deductible basis. Failure to make required minimum distributions ("RMDs") when the Owner reaches age $701 / 2$ or dies, as described below, may result in imposition of a $50 \%$ additional tax on any excess of the RMD amount over the amount actually distributed. In addition, any amount received before the Owner reaches age $591 / 2$ or dies is subject to a $10 \%$ additional tax on premature distributions, unless a special exception applies, as described below. Under Code Section 408(e), an IRA may not be used for borrowing (or as security for any loan) or in certain prohibited transactions, and such a transaction could lead to the complete tax disqualification of an IRA.
You (or your surviving spouse if you die) may rollover funds tax-free from certain existing Qualified Plans (such as proceeds from existing insurance contracts, annuity contracts or securities) into a Traditional IRA under certain circumstances, as indicated below. However, mandatory tax withholding of 20\% may apply to any eligible rollover distribution from certain types of Qualified Plans if the distribution is not transferred directly to the Traditional IRA. In addition, under Code Section 402(c)(11) a nonspouse "designated beneficiary" of a deceased Plan participant may make a tax-free "direct rollover" (in the form of a direct transfer between Plan fiduciaries, as described below in "Rollover Distributions") from certain Qualified Plans to a Traditional IRA for such beneficiary, but such Traditional IRA must be designated and treated as an "inherited IRA" that remains subject to applicable RMD rules (as if such IRA had been inherited from the deceased Plan participant).
IRAs generally may not invest in life insurance contracts. However, an annuity contract that is used as an IRA may provide a death benefit that equals the greater of the premiums paid or the contract's cash value. The Contract offers an enhanced death benefit that may exceed the greater of the Contract Value or total premium payments. The tax rules are unclear as to what extent an IRA can provide a death benefit that exceeds the greater of the IRA's cash value or the sum of the premiums paid and other contributions into the IRA. Please note that the IRA rider for the Contract has provisions that are designed to maintain the Contract's tax qualification as an IRA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract's tax qualification.
b. SEP IRAs

Code Section 408(k) provides for a Traditional IRA in the form of an employer-sponsored defined contribution plan known as a Simplified Employee Pension ("SEP") or a SEP IRA. ASEP IRA can have employer contributions, and in limited circumstances employee and salary reduction contributions, as well as higher overall contribution limits than a Traditional IRA, but a SEP is also subject to special tax-qualification requirements (e.g., on participation, nondiscrimination and withdrawals) and sanctions. Otherwise, a SEP IRA is generally subject to the same tax rules as for a Traditional IRA, which are described above. Please note that the IRA rider for the Contract has provisions that are designed to maintain the Contract's tax qualification as an IRA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract's tax qualification.

## c. SIMPLE IRAs

The Savings Incentive Match Plan for Employees of small employers ("SIMPLE Plan") is a form of an employer-sponsored Qualified Plan that provides IRA benefits for the participating employees ("SIMPLE IRAs"). Depending upon the SIMPLE Plan, employers may make plan contributions into a SIMPLE IRA established by each eligible participant. Like a Traditional IRA, a SIMPLE IRA is subject to the $50 \%$ additional tax for failure to make a full RMD, and to the $10 \%$ additional tax on premature distributions, as described below. In addition, the $10 \%$ additional tax is increased to $25 \%$ for amounts received during the 2year period beginning on the date you first participated in a qualified salary reduction arrangement pursuant to a SIMPLE Plan maintained by your employer under Code Section $408(\mathrm{p})(2)$. Contributions to a SIMPLE IRA may be either salary deferral contributions or employer contributions, and these are subject to different tax limits from those for a Traditional IRA. Please note that the SIMPLE IRA rider for the Contract has provisions that are designed to maintain the Contract's tax qualification as an SIMPLE IRA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract's tax qualification.
A SIMPLE Plan may designate a single financial institution (a Designated Financial Institution) as the initial trustee, custodian or issuer (in the case of an annuity contract) of the SIMPLE IRA set up for each eligible participant. However, any such Plan also must allow each eligible participant to have the balance in his SIMPLE IRA held by the Designated Financial Institution transferred without cost or penalty to a SIMPLE IRA maintained by a different financial institution. Absent a Designated Financial Institution, each eligible participant must select the financial institution to hold his SIMPLE IRA, and notify his employer of this
selection.
If we do not serve as the Designated Financial Institution for your employer's SIMPLE Plan, for you to use one of our Contracts as a SIMPLE IRA, you need to provide your employer with appropriate notification of such a selection under the SIMPLE Plan. If you choose, you may arrange for a qualifying transfer of any amounts currently held in another SIMPLE IRA for your benefit to your SIMPLE IRA with us.
d. Roth IRAs

Code Section 408A permits eligible individuals to establish a Roth IRA. Contributions to a Roth IRA are not deductible, but withdrawals of amounts contributed and the earnings thereon that meet certain requirements are not subject to federal income tax. In general, Roth IRAs are subject to limitations on the amounts that may be contributed by the persons who may be eligible to contribute, certain Traditional IRA restrictions, and certain RMD rules on the death of the Contract Owner. Unlike a Traditional IRA, Roth IRAs are not subject to RMD rules during the Contract Owner's lifetime. Generally, however, upon the Owner's death the amount remaining in a Roth IRA must be distributed by the end of the fifth year after such death or distributed over the life expectancy of a designated beneficiary. Prior to January 1, 2018, the Owner of a Traditional IRA or other qualified plan assets could recharacterize a Traditional IRA into a Roth IRA under certain circumstances. Effective January 1, 2018, a Traditional IRA or other qualified plan cannot be recharacterized as a Roth IRA. Tax-free rollovers from a Roth IRA can be made only to another Roth IRA under limited circumstances, as indicated below. After 2007, distributions from eligible Qualified Plans can be "rolled over" directly (subject to tax) into a Roth IRA under certain circumstances. Anyone considering the purchase of a Qualified Contract as a Roth IRA should consult with a qualified tax adviser. Please note that the Roth IRA rider for the Contract has provisions that are designed to maintain the Contract's tax qualification as a Roth IRA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract's tax qualification.

## 2. Qualified Pension or Profit-Sharing Plan or Section 401(k) Plan

Provisions of the Code permit eligible employers to establish a tax-qualified pension or profit sharing plan (described in Section 401(a), and Section 401(k) if applicable, and exempt from taxation under Section 501(a)). Such a Plan is subject to limitations on the amounts that may be contributed, the persons who may be eligible to participate, the amounts of "incidental" death benefits, and the time when RMDs must commence. In addition, a Plan's provision of incidental benefits may result in currently taxable income to the participant for some or all of such benefits. Amounts may be rolled over tax-free from a Qualified Plan to another Qualified Plan under certain circumstances, as described below. Anyone considering the use of a Qualified Contract in connection with such a Qualified Plan should seek competent tax and other legal advice.
In particular, please note that these tax rules provide for limits on death benefits provided by a Qualified Plan (to keep such death benefits "incidental" to qualified retirement benefits), and a Qualified Plan (or a Qualified Contract) often contains provisions that effectively limit such death benefits to preserve the tax qualification of the Qualified Plan (or Qualified Contract). In addition, various tax-qualification rules for Qualified Plans specifically limit increases in benefits once RMDs begin, and Qualified Contracts are subject to such limits. As a result, the amounts of certain benefits that can be provided by any option under a Qualified Contract may be limited by the provisions of the Qualified Contract or governing Qualified Plan that are designed to preserve its tax qualification.

## 3. Tax Sheltered Annuity under Section 403(b) ("TSA")

Code Section 403(b) permits public school employees and employees of certain types of charitable, educational and scientific organizations described in Code Section 501(c)(3) to purchase a "tax-sheltered annuity" ("TSA") contract and, subject to certain limitations, exclude employer contributions to a TSA from such an employee's gross income. Generally, total contributions may not exceed the lesser of an annual dollar limit or $100 \%$ of the employee's "includable compensation" for the most recent full year of service, subject to other adjustments. There are also legal limits on annual elective deferrals that a participant may be permitted to make under a TSA. In certain cases, such as when the participant is age 50 or older, those limits may be increased. A TSA participant should contact his plan administrator to determine applicable elective contribution limits. Special provisions may allow certain employees different overall limitations.
A TSA is subject to a prohibition against distributions from the TSA attributable to contributions made pursuant to a salary reduction agreement, unless such distribution is made:
a. after the employee reaches age $591 / 2$;
b. upon the employee's separation from service;
c. upon the employee's death or disability;
d. in the case of hardship (as defined in applicable law and in the case of hardship, any income attributable to such contributions may not be distributed); or
e. as a qualified reservist distribution upon certain calls to active duty.

An employer sponsoring a TSA may impose additional restrictions on your TSA through its plan document.
Please note that the TSA rider for the Contract has provisions that are designed to maintain the Contract's tax qualification as a TSA, and therefore could limit certain benefits under the Contract (including endorsement, rider or option benefits) to maintain the Contract's tax qualification. In particular, please note that tax rules provide for limits on death benefits provided by a Qualified

Plan (to keep such death benefits "incidental" to qualified retirement benefits), and a Qualified Plan (or a Qualified Contract) often contains provisions that effectively limit such death benefits to preserve the tax qualification of the Qualified Plan (or Qualified Contract). In addition, various tax-qualification rules for Qualified Plans specifically limit increases in benefits once RMDs begin, and Qualified Contracts are subject to such limits. As a result, the amounts of certain benefits that can be provided by any option under a Qualified Contract may be limited by the provisions of the Qualified Contract or governing Qualified Plan that are designed to preserve its tax qualification. In addition, a life insurance contract issued after September 23, 2007 is generally ineligible to qualify as a TSA under Reg. § 1.403(b)-8(c)(2).
Amounts may be rolled over tax-free from a TSA to another TSA or Qualified Plan (or from a Qualified Plan to a TSA) under certain circumstances, as described below. However, effective for TSA contract exchanges after September 24, 2007, Reg. § 1.403(b)-10(b) allows a TSA contract of a participant or beneficiary under a TSA Plan to be exchanged tax-free for another eligible TSA contract under that same TSA Plan, but only if all of the following conditions are satisfied: (1) such TSA Plan allows such an exchange, (2) the participant or beneficiary has an accumulated benefit after such exchange that is no less than such participant's or beneficiary's accumulated benefit immediately before such exchange (taking into account such participant's or beneficiary's accumulated benefit under both TSA contracts immediately before such exchange), (3) the second TSA contract is subject to distribution restrictions with respect to the participant that are no less stringent than those imposed on the TSA contract being exchanged, and (4) the employer for such TSA Plan enters into an agreement with the issuer of the second TSA contract under which such issuer and employer will provide each other from time to time with certain information necessary for such second TSA contract (or any other TSA contract that has contributions from such employer) to satisfy the TSA requirements under Code Section 403(b) and other federal tax requirements (e.g., plan loan conditions under Code Section $72(p)$ to avoid deemed distributions). Such necessary information could include information about the participant's employment, information about other Qualified Plans of such employer, and whether a severance has occurred, or hardship rules are satisfied, for purposes of the TSA distribution restrictions. Consequently, you are advised to consult with a qualified tax advisor before attempting any such TSA exchange, particularly because it requires an agreement between the employer and issuer to provide each other with certain information. In addition, the same Regulation provides corresponding rules for a transfer from one TSA to another TSA under a different TSA Plan (e.g., for a different eligible employer). We are no longer accepting any incoming exchange request, or new contract application, for any individual TSA contract.

## 4. Deferred Compensation Plans under Section 457 ("Section 457 Plans")

Certain governmental employers, or tax-exempt employers other than a governmental entity, can establish a Deferred Compensation Plan under Code Section 457. For these purposes, a "governmental employer" is a State, a political subdivision of a State, or an agency or an instrumentality of a State or political subdivision of a State. A Deferred Compensation Plan that meets the requirements of Code Section 457(b) is called an "Eligible Deferred Compensation Plan" or "Section 457(b) Plan." Code Section 457(b) limits the amount of contributions that can be made to an Eligible Deferred Compensation Plan on behalf of a participant. Generally, the limitation on contributions is the lesser of (1) $100 \%$ of a participant's includible compensation or (2) the applicable dollar amount ( $\$ 18,000$ for 2017 and $\$ 18,500$ for 2018 ). The Plan may provide for additional "catch-up" contributions . In addition, under Code Section 457(d) a Section 457(b) Plan may not make amounts available for distribution to participants or beneficiaries before (1) the calendar year in which the participant attains age $701 / 2$, (2) the participant has a severance from employment (including death), or (3) the participant is faced with an unforeseeable emergency (as determined in accordance with regulations).
Under Code Section 457(g) all of the assets and income of an Eligible Deferred Compensation Plan for a governmental employer must be held in trust for the exclusive benefit of participants and their beneficiaries. For this purpose, annuity contracts and custodial accounts described in Code Section 401(f) are treated as trusts. This trust requirement does not apply to amounts under an Eligible Deferred Compensation Plan of a tax-exempt (non-governmental) employer. In addition, this trust requirement does not apply to amounts held under a Deferred Compensation Plan of a governmental employer that is not a Section 457(b) Plan. However, where the trust requirement does not apply, amounts held under a Section 457 Plan must remain subject to the claims of the employer's general creditors under Code Section 457(b)(6).

## 5. Taxation of Amounts Received from Qualified Plans

Except under certain circumstances in the case of Roth IRAs or Roth accounts in certain Qualified Plans, amounts received from Qualified Contracts or Plans generally are taxed as ordinary income under Code Section 72, to the extent that they are not treated as a tax-free recovery of after-tax contributions or other "investment in the contract." For annuity payments and other amounts received after the Annuity Commencement Date from a Qualified Contract or Plan, the tax rules for determining what portion of each amount received represents a tax-free recovery of "investment in the contract" are generally the same as for Non-Qualified Contracts, as described above.
For non-periodic amounts from certain Qualified Contracts or Plans, Code Section 72(e)(8) provides special rules that generally treat a portion of each amount received as a tax-free recovery of the "investment in the contract," based on the ratio of the "investment in the contract" over the Contract Value at the time of distribution. However, in determining such a ratio, certain aggregation rules may apply and may vary, depending on the type of Qualified Contract or Plan. For instance, all Traditional IRAs owned by the same individual are generally aggregated for these purposes, but such an aggregation does not include
any IRA inherited by such individual or any Roth IRA owned by such individual.
In addition, additional taxes, mandatory tax withholding or rollover rules may apply to amounts received from a Qualified Contract or Plan, as indicated below, and certain exclusions may apply to certain distributions (e.g., distributions from an eligible Government Plan to pay qualified health insurance premiums of an eligible retired public safety officer). Accordingly, you are advised to consult with a qualified tax adviser before taking or receiving any amount (including a loan) from a Qualified Contract or Plan.

## 6. Additional Taxes for Qualified Plans

Unlike Non-Qualified Contracts, Qualified Contracts are subject to federal additional taxes not just on premature distributions, but also on excess contributions and failures to make required minimum distributions ("RMDs"). Additional taxes on excess contributions can vary by type of Qualified Plan and which person made the excess contribution (e.g., employer or an employee). The additional taxes on premature distributions and failures to make timely RMDs are more uniform, and are described in more detail below.

## a. Additional Taxes on Premature Distributions

Code Section 72(t) imposes a penalty income tax equal to $10 \%$ of the taxable portion of a distribution from certain types of Qualified Plans that is made before the employee reaches age $591 / 2$. However, this $10 \%$ additional tax does not apply to a distribution that is either:
(i) made to a beneficiary (or to the employee's estate) on or after the employee's death;
(ii) attributable to the employee's becoming disabled under Code Section 72(m)(7);
(iii) part of a series of substantially equal periodic payments (not less frequently than annually - "SEPPs") made for the life (or life expectancy) of the employee or the joint lives (or joint life expectancies) of such employee and a designated beneficiary ("SEPP Exception"), and for certain Qualified Plans (other than IRAs) such a series must begin after the employee separates from service;
(iv) (except for IRAs) made to an employee after separation from service after reaching age 55 (or made after age 50 in the case of a qualified public safety employee separated from certain government plans);
(v) (except for IRAs) made to an alternate payee pursuant to a qualified domestic relations order under Code Section 414(p) (a similar exception for IRAs in Code Section 408(d)(6) covers certain transfers for the benefit of a spouse or ex-spouse);
(vi) not greater than the amount allowable as a deduction to the employee for eligible medical expenses during the taxable year;
(vii) certain qualified reservist distributions under Code Section 72(t)(2)(G) upon a call to active duty;
(viii) made an account of an IRS levy on the Qualified Plan under Code Section 72(t)(2)(A)(vii); or
(ix) made as a "direct rollover" or other timely rollover to an Eligible Retirement Plan, as described below.

In addition, the 10\% additional tax does not apply to a distribution from an IRA that is either:
(x) made after separation from employment to an unemployed IRA owner for health insurance premiums, if certain conditions in Code Section 72(t)(2)(D) are met;
(xi) not in excess of the amount of certain qualifying higher education expenses, as defined by Code Section 72(t)(7); or
(xii) for a qualified first-time home buyer and meets the requirements of Code Section 72(t)(8).

If the taxpayer avoids this $10 \%$ additional tax by qualifying for the SEPP Exception and later such series of payments is modified (other than by death, disability or a method change allowed by Rev. Rul. 2002-62), the 10\% additional tax will be applied retroactively to all the prior periodic payments (i.e., additional tax plus interest thereon), unless such modification is made after both (a) the employee has reached age $591 / 2$ and (b) 5 years have elapsed since the first of these periodic payments.
For any premature distribution from a SIMPLE IRA during the first 2 years that an individual participates in a salary reduction arrangement maintained by that individual's employer under a SIMPLE Plan, the $10 \%$ additional tax rate is increased to $25 \%$.
b. RMDs and $50 \%$ Additional Tax

If the amount distributed from a Qualified Contract or Plan is less than the amount of the required minimum distribution ("RMD") for the year, the participant is subject to a $50 \%$ additional tax on the amount that has not been timely distributed.
An individual's interest in a Qualified Plan generally must be distributed, or begin to be distributed, not later than the Required Beginning Date. Generally, the Required Beginning Date is April 1 of the calendar year following the later of -
(i) the calendar year in which the individual attains age $70 \frac{1}{2}$, or
(ii) (except in the case of an IRA or a $5 \%$ owner, as defined in the Code) the calendar year in which a participant retires from service with the employer sponsoring a Qualified Plan that allows such a later Required Beginning Date.
A special rule applies to individuals who attained age $701 / 2$ in 2009 . Such individuals should consult with a qualified tax adviser before taking RMDs in 2010.
The entire interest of the individual must be distributed beginning no later than the Required Beginning Date over -
(a) the life of the individual or the lives of the individual and a designated beneficiary (as specified in the Code), or
(b) over a period not extending beyond the life expectancy of the individual or the joint life expectancy of the individual and a designated beneficiary.
If an individual dies before reaching the Required Beginning Date, the individual's entire interest generally must be distributed within 5 years after the individual's death. However, this RMD rule will be deemed satisfied if distributions begin before the close of the calendar year following the individual's death to a qualifying designated beneficiary and distribution is over the life of such designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary). If the individual's surviving spouse is the sole designated beneficiary, distributions may be delayed until the deceased individual would have attained age $701 / 2$.
If an individual dies after RMDs have begun for such individual, any remainder of the individual's interest generally must be distributed at least as rapidly as under the method of distribution in effect at the time of the individual's death.
The RMD rules that apply while the Contract Owner is alive do not apply with respect to Roth IRAs. The RMD rules applicable after the death of the Owner apply to all Qualified Plans, including Roth IRAs. In addition, if the Owner of a Traditional or Roth IRA dies and the Owner's surviving spouse is the sole designated beneficiary, this surviving spouse may elect to treat the Traditional or Roth IRA as his or her own.
The RMD amount for each year is determined generally by dividing the account balance by the applicable life expectancy. This account balance is generally based upon the account value as of the close of business on the last day of the previous calendar year. RMD incidental benefit rules also may require a larger annual RMD amount, particularly when distributions are made over the joint lives of the Owner and an individual other than his or her spouse. RMDs also can be made in the form of annuity payments that satisfy the rules set forth in Regulations under the Code relating to RMDs.
In addition, in computing any RMD amount based on a contract's account value, such account value must include the actuarial value of certain additional benefits provided by the contract. As a result, electing an optional benefit under a Qualified Contract may require the RMD amount for such Qualified Contract to be increased each year, and expose such additional RMD amount to the $50 \%$ additional tax for RMDs if such additional RMD amount is not timely distributed.

## 7. Tax Withholding for Qualified Plans

Distributions from a Qualified Contract or Qualified Plan generally are subject to federal income tax withholding requirements. These federal income tax withholding requirements, including any "elections out" and the rate at which withholding applies, generally are the same as for periodic and non-periodic distributions from a Non-Qualified Contract, as described above, except where the distribution is an "eligible rollover distribution" from a Qualified Plan (described below in "Rollover Distributions"). In the latter case, tax withholding is mandatory at a rate of $20 \%$ of the taxable portion of the "eligible rollover distribution," to the extent it is not directly rolled over to an IRA or other Eligible Retirement Plan (described below in "Rollover Distributions"). Payees cannot elect out of this mandatory $20 \%$ withholding in the case of such an "eligible rollover distribution."
Also, special withholding rules apply with respect to distributions from non-governmental Section 457(b) Plans, and to distributions made to individuals who are neither citizens nor resident aliens of the United States.
Regardless of any "election out" (or any actual amount of tax actually withheld) on an amount received from a Qualified Contract or Plan, the payee is generally liable for any failure to pay the full amount of tax due on the includable portion of such amount received. A payee also may be required to pay penalties under estimated income tax rules, if the withholding and estimated tax payments are insufficient to satisfy the payee's total tax liability.

## 8. Rollover Distributions

The current tax rules and limits for tax-free rollovers and transfers between Qualified Plans vary according to (1) the type of transferor Plan and transferee Plan, (2) whether the amount involved is transferred directly between Plan fiduciaries (a "direct transfer" or a "direct rollover") or is distributed first to a participant or beneficiary who then transfers that amount back into another eligible Plan within 60 days (a "60-day rollover"), and (3) whether the distribution is made to a participant, spouse or other beneficiary. Accordingly, we advise you to consult with a qualified tax adviser before receiving any amount from a Qualified Contract or Plan or attempting some form of rollover or transfer with a Qualified Contract or Plan.
For instance, generally any amount can be transferred directly from one type of Qualified Plan to the same type of Plan for the benefit of the same individual, without limit (or federal income tax), if the transferee Plan is subject to the same kinds of restrictions as the transfer or Plan and certain other conditions to maintain the applicable tax qualification are satisfied. Such a "direct transfer" between the same kinds of Plan is generally not treated as any form of "distribution" out of such a Plan for federal income tax purposes.
By contrast, an amount distributed from one type of Plan into a different type of Plan generally is treated as a "distribution" out of the first Plan for federal income tax purposes, and therefore to avoid being subject to such tax, such a distribution must qualify either as a "direct rollover" (made directly to another Plan fiduciary) or as a "60-day rollover." The tax restrictions and other rules for a "direct rollover" and a "60-day rollover" are similar in many ways, but if any "eligible rollover distribution" made from certain types of Qualified Plan is not transferred directly to another Plan fiduciary by a "direct rollover," then it is subject to mandatory $20 \%$ withholding, even if it is later contributed to that same Plan in a "60-day rollover" by the recipient. If any
amount less than $100 \%$ of such a distribution (e.g., the net amount after the $20 \%$ withholding) is transferred to another Plan in a "60-day rollover", the missing amount that is not rolled over remains subject to normal income tax plus any applicable additional tax.
Under Code Sections 402(f)(2)(A) and 3405(c)(3) an "eligible rollover distribution" (which is both eligible for rollover treatment and subject to $20 \%$ mandatory withholding absent a "direct rollover") is generally any distribution to an employee of any portion (or all) of the balance to the employee's credit in any of the following types of "Eligible Retirement Plan": (1) a Qualified Plan under Code Section 401(a) ("Qualified 401 (a) Plan"), (2) a qualified annuity plan under Code Section 403(a) ("Qualified Annuity Plan"), (3) a TSA under Code Section 403(b), or (4) a governmental Section 457(b) Plan. However, an "eligible rollover distribution" does not include any distribution that is either -
a. an RMD amount;
b. one of a series of substantially equal periodic payments (not less frequently than annually) made either (i) for the life (or life expectancy) of the employee or the joint lives (or joint life expectancies) of the employee and a designated beneficiary, or (ii) for a specified period of 10 years or more; or
c. any distribution made upon hardship of the employee.

Before making an "eligible rollover distribution," a Plan administrator generally is required under Code Section 402(f) to provide the recipient with advance written notice of the "direct rollover" and " 60 -day rollover" rules and the distribution's exposure to the $20 \%$ mandatory withholding if it is not made by "direct rollover." Generally, under Code Sections 402(c), 403(b)(8) and 457 (e)(16), a "direct rollover" or a " 60 -day rollover" of an "eligible rollover distribution" can be made to a Traditional IRA or to another Eligible Retirement Plan that agrees to accept such a rollover. However, the maximum amount of an "eligible rollover distribution" that can qualify for a tax-free "60-day rollover" is limited to the amount that otherwise would be includable in gross income. By contrast, a "direct rollover" of an "eligible rollover distribution" can include after-tax contributions as well, if the direct rollover is made either to a Traditional IRA or to another form of Eligible Retirement Plan that agrees to account separately for such a rollover, including accounting for such after-tax amounts separately from the otherwise taxable portion of this rollover. Separate accounting also is required for all amounts (taxable or not) that are rolled into a governmental Section 457(b) Plan from either a Qualified Section 401(a) Plan, Qualified Annuity Plan, TSA or IRA. These amounts, when later distributed from the governmental Section 457(b) Plan, are subject to any premature distribution additional tax applicable to distributions from such a "predecessor" Qualified Plan.
Rollover rules for distributions from IRAs under Code Sections 408(d)(3) and 408A(d)(3) also vary according to the type of transferor IRA and type of transferee IRA or other Plan. For instance, generally no tax-free "direct rollover" or "60-day rollover" can be made between a "NonRoth IRA" (Traditional, SEP or SIMPLE IRA) and a Roth IRA, and a transfer from NonRoth IRA to a Roth IRA, or a "conversion" of a NonRoth IRA to a Roth IRA, is subject to special rules. In addition, generally no tax-free "direct rollover" or "60-day rollover" can be made between an "inherited IRA" (NonRoth or Roth) for a beneficiary and an IRA set up by that same individual as the original owner. Generally, any amount other than an RMD distributed from a Traditional or SEP IRA is eligible for a "direct rollover" or a "60-day rollover" to another Traditional IRA for the same individual. Similarly, any amount other than an RMD distributed from a Roth IRA is generally eligible for a "direct rollover" or a "60-day rollover" to another Roth IRA for the same individual. However, in either case such a tax-free 60-day rollover is limited to 1 per year (365day period); whereas no 1-year limit applies to any such "direct rollover." Similar rules apply to a "direct rollover" or a "60-day rollover" of a distribution from a SIMPLE IRA to another SIMPLE IRA or a Traditional IRA, except that any distribution of employer contributions from a SIMPLE IRA during the initial 2-year period in which the individual participates in the employer's SIMPLE Plan is generally disqualified (and subject to the $25 \%$ additional tax on premature distributions) if it is not rolled into another SIMPLE IRA for that individual. Amounts other than RMDs distributed from a Traditional or SEP IRA (or SIMPLE IRA after the initial 2 -year period) also are eligible for a "direct rollover" or a " 60 -day rollover" to an Eligible Retirement Plan (e.g., a TSA) that accepts such a rollover, but any such rollover is limited to the amount of the distribution that otherwise would be includable in gross income (i.e., after-tax contributions are not eligible).

Special rules also apply to transfers or rollovers for the benefit of a spouse (or ex-spouse) or a non-spouse designated beneficiary, Plan distributions of property, and obtaining a waiver of the 60 -day limit for a tax-free rollover from the IRS. The Katrina Emergency Tax Relief Act of 2005 (KETRA) allows certain amounts to be re-contributed within three years as a rollover contribution to a plan from which a KETRA distribution was taken. Other rules and exceptions may apply, so please consult with a qualified tax adviser.

## Appendix I - Series II of The Director Variable Annuity

Series II of The Director variable annuity was sold from October 15, 1986 through May 1, 1988. Almost all of the provisions detailed in the prospectus apply to you except for the following changes:

## Contingent Deferred Sales Charges

The Contingent Deferred Sales Charge is a percentage of the amount Surrendered and equals:

| First Year | $5 \%$ |
| :--- | :--- |
| Second Year | $5 \%$ |
| Third Year | $4 \%$ |
| Fourth Year | $3 \%$ |
| Fifth Year | $2 \%$ |
| Sixth Year | $0 \%$ |

## The Fixed Accumulation Feature

The Fixed Accumulation Feature was not available in this Contract version.

## The Death Benefit

The calculated Death Benefit will remain invested in the same Accounts, according to the Contract Owner's last instructions until we receive complete written settlement instructions from the Beneficiary. Therefore, the Death Benefit amount will fluctuate with the performance of the underlying Funds. When there is more than one Beneficiary, we will calculate the Accumulation Units for each Sub-account for each Beneficiary's portion of the proceeds.
If death occurs before the Annuity Commencement Date and the descendant's 90th birthday, the Death Benefit is the greatest of:

- The Contract Value or
- $100 \%$ of all Premium Payments paid into the Contract minus any partial Surrenders.

If death occurs before the Annuity Commencement Date and after the decedent's 90th birthday, the Death Benefit is the Contract Value on the date the death certificate or other legal document acceptable to us is received. You may have purchased or added optional death benefits through a rider to your Contract. See the description of the Optional Death Benefits that were available in the body of this prospectus in the Death Benefit section.
If death occurs after Annuity payouts begin, the death benefit, if any, will be described in the payout option provision of your Contract.

## Annuity Payout Options

Annuity Payout Options available are:

## Life Annuity

We make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, we stop making Annuity Payouts. A Payee would receive only one Annuity Payout if the Annuitant dies after the first payout, two Annuity Payouts if the Annuitant dies after the second payout, and so forth.

## Life Annuity with a Cash Refund

We will make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, if the Annuity Payouts already made are less than the Contract Value on the Annuity Commencement Date minus any Premium Tax, the remaining value will be paid to the Beneficiary. The remaining value is equal to the Contract Value minus any Premium Tax minus all Annuity Payouts already made. This option is only available for fixed dollar amount Annuity Payouts.

## Life Annuity with 120, 180 or 240 Monthly Payments Certain

We make monthly Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a minimum of 120,180 or 240 months, as you elect. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of months, then the Commuted Value as of the date of the Annuitant's death will be paid in one sum to the Beneficiary.

## Joint and Last Survivor Life Annuity

We will make Annuity Payouts as long as the Annuitant and Joint Annuitant are living. When one Annuitant dies, we continue to make Annuity Payouts until that second Annuitant dies. When choosing this option, you must decide what will happen to the Annuity Payouts after the first Annuitant dies. You must select Annuity Payouts that:

- Remain the same at $100 \%$, or
- Decrease to $66.67 \%$, or
- Decrease to $50 \%$.

For variable Annuity Payouts, these percentages represent Annuity Units; for fixed Annuity Payouts, they represent actual dollar amounts. The percentage will also impact the Annuity Payout amount we pay while both Annuitants are living. If you pick a lower percentage, your original Annuity Payouts will be higher while both Annuitants are alive.

## Payments for a Designated Period

We will make Annuity Payouts for the number of years that you select. You can select between 5 years and 30 years.
Qualified Plans may also elect to use the following Annuity Payout Option if the guaranteed period is less than the life expectancy of the Annuitant at the time the Annuity Payout Option goes into effect:
Unit Refund Life Annuity - We make monthly Annuity Payouts during the lifetime of the Annuitant. Upon the death of the Annuitant, the Beneficiary may receive an excess payment. We determine if an excess payment is due by dividing (a) by (b), where (a) is equal to the amount available for this Annuity Payout Option on the Annuity Commencement Date divided by the Annuity Unit Value on the Annuity Commencement Date and (b) is equal to the number of Annuity Units represented by each monthly Annuity Payout already made multiplied by the number of Annuity Payouts made.
If that amount is a positive number, we then multiply the excess payment by the Annuity Unit Value as of the date we receive a certified death certificate or other legal document acceptable to us. That amount is then paid to the Beneficiary. This is available only for variable dollar amount Annuity Payouts.

## Appendix II - Series IIR of The Director Variable Annuity

Series IIR of The Director variable annuity was sold from May 1, 1988 through September 1, 1988. Almost all of the provisions detailed in the prospectus apply to you except for the following changes:

## Contingent Deferred Sales Charges

| First Year | $5 \%$ |
| :--- | :---: |
| Second Year | $5 \%$ |
| Third Year | $4 \%$ |
| Fourth Year | $3 \%$ |
| Fifth Year | $2 \%$ |
| Sixth Year | $0 \%$ |

## The Fixed Accumulation Feature

The Fixed Accumulation Feature was not available in this Contract version.

## The Death Benefit

The calculated Death Benefit will remain invested in the same Accounts, according to the Contract Owner's last instructions until we receive complete written settlement instructions from the Beneficiary. Therefore, the Death Benefit amount will fluctuate with the performance of the underlying Funds. When there is more than one Beneficiary, we will calculate the Accumulation Units for each Sub-account for each Beneficiary's portion of the proceeds.
If death occurs before the Annuity Commencement Date and the descendant's 90th birthday, the Death Benefit is the greatest of:

- The Contract Value or
- $100 \%$ of all Premium Payments paid into the Contract minus any partial Surrenders. If death occurs before the Annuity Commencement Date and after the decedent's 90th birthday, the Death Benefit is the Contract Value on the date the death certificate or other legal document acceptable to us is received.
You may have purchased or added optional death benefits through a rider to your Contract. See the description of the Optional Death Benefits that were available in the body of this prospectus in the Death Benefit section.
If death occurs after Annuity payouts begin, the death benefit, if any, will be described in the payout option provision of your Contract.


## Annuity Payout Options

The following Annuity Payout Options are available:

## Life Annuity

We make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, we stop making Annuity Payouts. A Payee would receive only one Annuity Payout if the Annuitant dies after the first payout, two Annuity Payouts if the Annuitant dies after the second payout, and so forth.

## Life Annuity with a Cash Refund

We will make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, if the Annuity Payouts already made are less than the Contract Value on the Annuity Commencement Date minus any Premium Tax, the remaining value will be paid to the Beneficiary. The remaining value is equal to the Contract Value minus any Premium Tax minus all Annuity Payouts already made. This option is only available for fixed dollar amount Annuity Payouts.

## Life Annuity with 120, 180 or 240 Monthly Payments Certain

We make monthly Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a minimum of 120,180 or 240 months, as you elect. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of months, then the Commuted Value as of the date of the Annuitant's death will be paid in one sum to the Beneficiary.

## Joint and Last Survivor Life Annuity

We will make Annuity Payouts as long as the Annuitant and Joint Annuitant are living. When one Annuitant dies, we continue to make Annuity Payouts until that second Annuitant dies. When choosing this option, you must decide what will happen to the Annuity Payouts after the first Annuitant dies. You must select Annuity Payouts that:

- Remain the same at $100 \%$, or
- Decrease to $66.67 \%$, or
- Decrease to $50 \%$.

For variable Annuity Payouts, these percentages represent Annuity Units; for fixed Annuity Payouts, they represent actual
dollar amounts. The percentage will also impact the Annuity Payout amount we pay while both Annuitants are living. If you pick a lower percentage, your original Annuity Payouts will be higher while both Annuitants are alive.

## Payments for a Designated Period

We will make Annuity Payouts for the number of years that you select. You can select between 5 years and 30 years.
Qualified Plans may also elect to use the following Annuity Payout Option if the guaranteed period is less than the life expectancy of the Annuitant at the time the Annuity Payout Option goes into effect:
Unit Refund Life Annuity - We make monthly Annuity Payouts during the lifetime of the Annuitant. Upon the death of the Annuitant, the Beneficiary may receive an excess payment. We determine if an excess payment is due by dividing (a) by (b), where (a) is equal to the amount available for this Annuity Payout Option on the Annuity Commencement Date divided by the Annuity Unit Value on the Annuity Commencement Date and (b) is equal to the number of Annuity Units represented by each monthly Annuity Payout already made multiplied by the number of Annuity Payouts made.
If that amount is a positive number, we then multiply the excess payment by the Annuity Unit Value as of the date we receive a certified death certificate or other legal document acceptable to us. That amount is then paid to the Beneficiary. This is available only for variable dollar amount Annuity Payouts.

## Appendix III - Series III of The Director Variable Annuity

Series III of The Director variable annuity was sold from September 1, 1988 through May 1, 1990. Almost all of the provisions detailed in the prospectus apply to you except for the following changes:

## Contingent Deferred Sales Charges

| First Year | $6 \%$ |
| :--- | :--- |
| Second Year | $6 \%$ |
| Third Year | $6 \%$ |
| Fourth Year | $6 \%$ |
| Fifth Year | $5 \%$ |
| Sixth Year | $4 \%$ |
| Seventh Year | $0 \%$ |

## Death Benefit

If death occurs before the Annuity Commencement Date and the deceased (the Annuitant or Contract Owner, as applicable) had not yet attained age 85, the Death Benefit will be the greatest of the following amounts:

- The Contract Value on the date of receipt of Due Proof of Death at the Administrative Offices of the Company;
- The Contract Value on the Specified Contract Anniversary immediately preceding the date of death, increased by the dollar amount of any Premium Payments made and reduced by the dollar amount of any partial Surrenders since the immediately preceding Specified Contract Anniversary; or
- $100 \%$ of all premium payments made under the Contract, reduced by the dollar amount of any partial Surrenders.

If the deceased had attained age 85, but had not attained age 90, then the Death Benefit will equal the greater of the Contract Value or $100 \%$ of all Premium Payments made under the contract, reduced by the dollar amount of any partial surrenders since the date of issue. If the deceased had attained age 90, the Death Benefit will equal the Contract Value.
The Specified Contract Anniversary is every sixth Contact Anniversary (i.e., the 6th, 12th etc.)
You may have purchased or added optional death benefits through a rider to your Contract. See the description of the Optional Death Benefits that were available in the body of this prospectus in the Death Benefit section.

## Death Benefit Remaining with the Company

The Beneficiary may elect under the Annuity Payout Option "Death Benefit Remaining with the Company" to leave proceeds from the Death Benefit with us for up to five years from the date of the Contract Owner's death if the Contract Owner died before the Annuity Commencement Date. Once we receive a certified death certificate or other legal documents acceptable to us, the Beneficiary can: (a) make Sub-Account transfers and (b) take Surrenders without paying Contingent Deferred Sales Charges.

## The Annuity Payout Options offered are <br> Life Annuity

We make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, we stop making Annuity Payouts. A Payee would receive only one Annuity Payout if the Annuitant dies after the first payout, two Annuity Payouts if the Annuitant dies after the second payout, and so forth.

## Life Annuity with a Cash Refund

We will make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, if the Annuity Payouts already made are less than the Contract Value on the Annuity Commencement Date minus any Premium Tax, the remaining value will be paid to the Beneficiary. The remaining value is equal to the Contract Value minus any Premium Tax minus all Annuity Payouts already made. This option is only available for fixed dollar amount Annuity Payouts.

## Life Annuity with 120, 180 or $\mathbf{2 4 0}$ Monthly Payments Certain

We make monthly Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a minimum of 120,180 or 240 months, as you elect. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of months, then the Commuted Value as of the date of the Annuitant's death will be paid in one sum to the Beneficiary.

## Joint and Last Survivor Life Annuity

We will make Annuity Payouts as long as the Annuitant and Joint Annuitant are living. When one Annuitant dies, we continue to make Annuity Payouts until that second Annuitant dies. When choosing this option, you must decide what will happen to the Annuity Payouts after the first Annuitant dies. You must select Annuity Payouts that:

- Remain the same at $100 \%$, or
- Decrease to $66.67 \%$, or
- Decrease to $50 \%$.

For variable Annuity Payouts, these percentages represent Annuity Units; for fixed Annuity Payouts, they represent actual dollar amounts. The percentage will also impact the Annuity Payout amount we pay while both Annuitants are living. If you pick a lower percentage, your original Annuity Payouts will be higher while both Annuitants are alive.
Payments for a Designated Period
We will make Annuity Payouts for the number of years that you select. You can select between 5 years and 30 years.

## Appendix IV - Series IV of The Director Variable Annuity

Series IV of The Director variable annuity was sold from May 1, 1990 through May 1, 1992. Almost all of the provisions detailed in the prospectus apply to you except for the following changes:

## Contingent Deferred Sales Charges

| First Year (1) | $7 \%$ |
| :--- | :--- |
| Second Year | $6 \%$ |
| Third Year | $5 \%$ |
| Fourth Year | $4 \%$ |
| Fifth Year | $3 \%$ |
| Sixth Year | $2 \%$ |
| Seventh Year | $1 \%$ |
| Eighth Year | $0 \%$ |

## Death Benefit

If death occurs before the Annuity Commencement Date and the deceased (the Annuitant or Contract Owner, as applicable) had not yet attained age 85, the Death Benefit will be the greatest of the following amounts:

- The Contract Value on the date of receipt of Due Proof of Death at the Administrative Offices of the Company;
- The Contract Value on the Specified Contract Anniversary immediately preceding the date of death, increased by the dollar amount of any Premium Payments made and reduced by the dollar amount of any partial Surrenders since the immediately preceding Specified Contract Anniversary; or
- $100 \%$ of all premium payments made under the Contract, reduced by the dollar amount of any partial Surrenders.

If the deceased had attained age 85 , but had not attained age 90 , then the Death Benefit will equal the greater of the Contract Value or $100 \%$ of all Premium Payments made under the contract, reduced by the dollar amount of any partial surrenders since the date of issue. If the deceased had attained age 90, the Death Benefit will equal the Contract Value.
The Specified Contract Anniversary is every seventh Contact Anniversary (i.e., the 7th, 14th etc.)
You may have purchased or added optional death benefits through a rider to your Contract. See the description of the Optional Death Benefits that were available in the body of this prospectus in the Death Benefit section.

## Death Benefit Remaining with the Company

The Beneficiary may elect under the Annuity Payout Option "Death Benefit Remaining with the Company" to leave proceeds from the Death Benefit with us for up to five years from the date of the Contract Owner's death if the Contract Owner died before the Annuity Commencement Date. Once we receive a certified death certificate or other legal documents acceptable to us, the Beneficiary can: (a) make Sub-Account transfers and (b) take Surrenders without paying Contingent Deferred Sales Charges.
The Annuity Options under this Series are:

## Life Annuity

We make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, we stop making Annuity Payouts. A Payee would receive only one Annuity Payout if the Annuitant dies after the first payout, two Annuity Payouts if the Annuitant dies after the second payout, and so forth.

## Life Annuity with a Cash Refund

We will make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, if the Annuity Payouts already made are less than the Contract Value on the Annuity Commencement Date minus any Premium Tax, the remaining value will be paid to the Beneficiary. The remaining value is equal to the Contract Value minus any Premium Tax minus all Annuity Payouts already made. This option is only available for fixed dollar amount Annuity Payouts.

## Life Annuity with 120, 180 or 240 Monthly Payments Certain

We make monthly Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a minimum of 120, 180 or 240 months, as you elect. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of months, then the Commuted Value as of the date of the Annuitant's death will be paid in one sum to the Beneficiary.

## Joint and Last Survivor Life Annuity

We will make Annuity Payouts as long as the Annuitant and Joint Annuitant are living. When one Annuitant dies, we continue to make Annuity Payouts until that second Annuitant dies. When choosing this option, you must decide what will happen to the Annuity Payouts after the first Annuitant dies. You must select Annuity Payouts that:

- Remain the same at $100 \%$, or
- Decrease to 66.67\%, or
- Decrease to 50\%.

For variable Annuity Payouts, these percentages represent Annuity Units; for fixed Annuity Payouts, they represent actual dollar amounts. The percentage will also impact the Annuity Payout amount we pay while both Annuitants are living. If you pick a lower percentage, your original Annuity Payouts will be higher while both Annuitants are alive.
Payments For a Designated Period
We will make Annuity Payouts for the number of years that you select. You can select between 5 years and 30 years.

## Appendix V - Series V of The Director Variable Annuity

Series V of The Director variable annuity was sold from May 1, 1992 through June 27, 1994. Almost all of the provisions detailed in the prospectus apply to you except for the following changes:

## Contingent Deferred Sales Charges

| First Year (1) | $7 \%$ |
| :--- | :---: |
| Second Year | $6 \%$ |
| Third Year | $5 \%$ |
| Fourth Year | $4 \%$ |
| Fifth Year | $3 \%$ |
| Sixth Year | $2 \%$ |
| Seventh Year | $1 \%$ |
| Eighth Year | $0 \%$ |

## Death Benefit

If death occurs before the Annuity Commencement Date and the deceased (the Annuitant or Contract Owner, as applicable) had not yet attained age 85, the Death Benefit will be the greatest of the following amounts:

- The Contract Value on the date of receipt of Due Proof of Death at the Administrative Offices of the Company;
- The Contract Value on the Specified Contract Anniversary immediately preceding the date of death, increased by the dollar amount of any Premium Payments made and reduced by the dollar amount of any partial Surrenders since the immediately preceding Specified Contract Anniversary; or
- $100 \%$ of all premium payments made under the Contract, reduced by the dollar amount of any partial Surrenders.

If the deceased had attained age 85 , but had not attained age 90 , then the Death Benefit will equal the greater of the Contract Value or $100 \%$ of all Premium Payments made under the contract, reduced by the dollar amount of any partial surrenders since the date of issue. If the deceased had attained age 90, the Death Benefit will equal the Contract Value.
The Specified Contract Anniversary is every seventh Contact Anniversary (i.e., the 7th, 14th etc.)
You may have purchased or added optional death benefits through a rider to your Contract. See the description of the Optional Death Benefits that were available in the body of this prospectus in the Death Benefit section.
If you elect the Deferral Option, then on and after the original Annuity Commencement Date, your Death Benefit will equal the Contract Value calculated as of the date of receipt of Due Proof of Death at our Administrative Office. During the time
period between our receipt of Due Proof of Death and our receipt of complete settlement instructions from each Beneficiary, the calculated Death Benefit amount will be subject to market fluctuations. No other Death Benefit or optional Death Benefits apply. All optional Death Benefits and their associated charges will terminate. Please see the section titled Annuity Commencement Date Deferral Option for more information.

## Death Benefit Remaining with the Company

The Beneficiary may elect under the Annuity Payout Option "Death Benefit Remaining with the Company" to leave proceeds from the Death Benefit with us for up to five years from the date of the Contract Owner's death if the Contract Owner died before the Annuity Commencement Date. Once we receive a certified death certificate or other legal documents acceptable to us, the Beneficiary can: (a) make Sub-Account transfers and (b) take Surrenders without paying Contingent Deferred Sales Charges.
The Annuity Options under this Series are:

## Life Annuity

We make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, we stop making Annuity Payouts. A Payee would receive only one Annuity Payout if the Annuitant dies after the first payout, two Annuity Payouts if the Annuitant dies after the second payout, and so forth.

## Life Annuity with a Cash Refund

We will make Annuity Payouts as long as the Annuitant is living. When the Annuitant dies, if the Annuity Payouts already made are less than the Contract Value on the Annuity Commencement Date minus any Premium Tax, the remaining value will be paid to the Beneficiary. The remaining value is equal to the Contract Value minus any Premium Tax minus all Annuity Payouts already made. This option is only available for fixed dollar amount Annuity Payouts.

## Life Annuity with 120, 180 or 240 Monthly Payments Certain

We make monthly Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a minimum of 120, 180 or 240 months, as you elect. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of months, then the Commuted Value as of the date of the Annuitant's death will be paid in
one sum to the Beneficiary.
If you elect the Deferral Option, then between your original Annuity Commencement Date and your Deferred Annuity Commencement Date, the following section replaces Life Annuity with 120, 180 or 240 Monthly Payments Certain:

## Life Annuity with 60, 120, 180 or $\mathbf{2 4 0}$ Monthly Payments Certain

We make monthly Annuity Payouts during the lifetime of the Annuitant but Annuity Payouts are at least guaranteed for a minimum of 60, 120, 180 or 240 months, as you elect. If, at the death of the Annuitant, Annuity Payouts have been made for less than the minimum elected number of months, then the Commuted Value as of the date of the Annuitant's death will be paid in one sum to the Beneficiary.
Joint and Last Survivor Life Annuity
We will make Annuity Payouts as long as the Annuitant and Joint Annuitant are living. When one Annuitant dies, we continue to make Annuity Payouts until that second Annuitant dies. When choosing this option, you must decide what will happen to the Annuity Payouts after the first Annuitant dies. You must select Annuity Payouts that:

- Remain the same at $100 \%$, or
- Decrease to 66.67\%, or
- Decrease to 50\%.

For variable Annuity Payouts, these percentages represent Annuity Units; for fixed Annuity Payouts, they represent actual dollar amounts. The percentage will also impact the Annuity Payout amount we pay while both Annuitants are living. If you pick a lower percentage, your original Annuity Payouts will be higher while both Annuitants are alive.

## Payments For a Designated Period

We will make Annuity Payouts for the number of years that you select. You can select between 5 years and 30 years.

## Appendix VI - The Funds

| Funding Option | Investment Objective Summary | Investment Adviser/Sub-Adviser |
| :---: | :---: | :---: |
| Fixed Accumulation Feature* | Preservation of capital | General Account |
| AIM Variable Insurance Funds |  |  |
| Invesco V.I. Government Money Market Fund - Series I** | Seeks to provide current income consistent with preservation of capital and liquidity | Invesco Advisers, Inc. |
| BlackRock Variable Series Funds, Inc. |  |  |
| BlackRock S\&P 500 Index V.I. Fund - Class I | Seeks investment results that, before expenses, correspond to the aggregate price and yield performance of the Standard \& Poor's 500 Index (the "S\&P 500 "). | BlackRock Advisors, LLC |
| Hartford HLS Series Fund II, Inc. |  |  |
| Hartford Growth Opportunities HLS Fund - Class IA | Seeks capital appreciation | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Small/Mid Cap Equity HLS Fund - Class IA | Seeks long-term growth of capital | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Small Cap Growth HLS Fund - Class IA | Seeks long-term capital appreciation | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford U.S. Government Securities HLS Fund - Class IA | Seeks to maximize total return while providing shareholders with a high level of current income consistent with prudent investment risk | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Series Fund, Inc. |  |  |
| Hartford Balanced HLS Fund - Class IA | Seeks long-term total return | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Capital Appreciation HLS Fund - Class IA | Seeks growth of capital | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Disciplined Equity HLS Fund - Class IA | Seeks growth of capital | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Dividend and Growth HLS Fund - Class IA | Seeks a high level of current income consistent with growth of capital | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Global Growth HLS Fund Class IA | Seeks growth of capital | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Healthcare HLS Fund Class $\mathrm{IA}^{\dagger}$ | Seeks long-term capital appreciation | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford High Yield HLS Fund Class IA | Seeks to provide high current income, and long-term total return | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford International Opportunities HLS Fund - Class IA | Seeks long-term growth of capital | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| $\underset{\substack{\text { Hartford MidCap HLS Fund - Class } \\ \text { IA }}}{ }$ | Seeks long-term growth of capital | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |


| Funding Option | Investment Objective Summary | Investment Adviser/Sub-Adviser |
| :---: | :---: | :---: |
| Hartford MidCap Value HLS Fund Class IA | Seeks long-term capital appreciation | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Small Company HLS Fund Class IA | Seeks growth of capital | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington Management Company LLP |
| Hartford Stock HLS Fund - Class IA | Seeks long-term growth of capital | Hartford Funds Management Company <br> LLC, Sub-advised by Wellington <br> Management Company LLP |
| Hartford Total Return Bond HLS <br> Fund - Class IA | Seeks a competitive total return, with income as a secondary objective | Hartford Funds Management Company, LLC, Sub-advised by Wellington Management Company LLP |
| Hartford Ultrashort Bond HLS Fund Class IA | Seeks total return and income consistent with preserving capital and maintaining liquidity | Hartford Funds Management Company LLC, Sub-advised by Wellington Management Company LLP |
| Hartford Value HLS Fund - Class IA | Seeks long-term total return | Hartford Funds Management Company, <br> LLC, Sub-advised by Wellington <br> Management Company LLP |

* The Fixed Accumulation Feature is not a Sub-Account and the Company does not provide investment advice in connection with this feature.
** In a low interest rate environment, yields for money market funds, after deduction of Contract charges, may be negative even though the fund's yield, before deducting for such charges, is positive. If you allocate a portion of your Contact value to a money market Sub-Account or participate in an Asset Allocation Program where Contact value is allocated to a money market Sub-Account, that portion of the value of your Contract value may decrease in value.
$\dagger$ Closed to new and subsequent Premium Payments and transfers of Contract Value.


## Appendix VII - Optional Death Benefit - Examples

## Example 1

Assume that you make a Premium Payment of $\$ 100,000$. On the first Contract Anniversary assume your Contract Value is $\$ 108,000.00$. The Interest Accumulation Value is $\$ 105,000$ or $5 \%$ accumulation on the $\$ 100,000$ Premium Payment.
\$100,000 Premium Payment
\$ 5,000 Interest of 5\%
$\overline{\$ 105,000}$ Interest Accumulation Value
If you request a partial Surrender of $\$ 10,000$ the next day, your Interest Accumulation Value will change. The adjustment for the partial Surrender is determined by dividing the partial Surrender amount by the Contract Value prior to the Surrender and multiplying that amount by the Interest Accumulation Value prior to the Surrender. To determine the new Interest Accumulation Value, that total is then subtracted from the Interest Accumulation Value prior to the Surrender.

| $\$ 10,000$ | partial Surrender divided by |
| ---: | :--- |
| $\$ 108,000$ | Contract Value prior to Surrender equals |
| .09259 | multiplied by |
| $\$ 105,000$ | Interest Accumulation Value for a total of |
| $\$ 9,722$ | to be deducted from the Interest Accumulation Value equals |
| $\$ 95,278$ | the New Interest Accumulation Value |

## Example 2

Assume that you make a Premium Payment of $\$ 100,000$. On the first Contract Anniversary assume your Contract Value is $\$ 92,000.00$. The Interest Accumulation Value is $\$ 105,000$ or $5 \%$ accumulation on the $\$ 100,000$ Premium Payment.

| $\$ 100,000$ | Premium Payment |
| :--- | :--- |
| $\$ \quad 5,000$ | Interest of $5 \%$ |
| $\$ 105,000$ | Interest Accumulation Value |

If you request a partial Surrender of $\$ 10,000$ the next day, your Interest Accumulation Value will change. The adjustment for the partial Surrender is determined by dividing the partial Surrender amount by the Contract Value prior to the Surrender and multiplying that amount by the Interest Accumulation Value prior to the Surrender. To determine the new Interest Accumulation Value, that total is then subtracted from the Interest Accumulation Value prior to the Surrender.
\$ 10,000 partial Surrender divided by
\$ 92,000 Contract Value prior to Surrender equals
.10870 multiplied by
\$105,000 Interest Accumulation Value for a total of
$\frac{\$ 11,413}{\$ 93,587}$ to be deducted from the Interest Accumulation Value equals
\$ 93,587 the New Interest Accumulation Value

## Appendix VIII - ACD Deferral Option - Examples

This example is intended to help you compare the total and taxable amounts of annuity payments if you annuitize your contract on its Annuity Commencement Date to the total and taxable amounts of annuity payments if you elect the Deferral Option and either die at age 100 under circumstances which trigger payment of a Death Benefit or annuitize your contract on the Annuitant's 100th birthday.
This example should not be considered to be a representation of the actual total or taxable amounts nor a representation of the tax consequences of receipt of those total or taxable amounts. The consequences of receipt of those total and taxable amounts depend on many factors outside the scope of this example.
This example assumes that on the Annuity Commencement Date:
The annuitant is age 90 .
Your Contract Value is $\$ 250,000$.
Your investment (tax basis) in your Contract is \$175,000.
Your Contract is non-Qualified.
The amounts shown in this example will vary depending on the annuitization option chosen and whether you elect variable payouts, fixed payouts or a combination of variable and fixed payouts. In addition, the exclusion ratio depends on factors including your investment into the Contract, the Contract Value and the length of time that annuity payments will continue. For Payout Options which include a Life Annuity, the exclusion ratio may also depend on your life expectancy at the time annuity payments begin.
As you consider this example, please note that to make a direct comparison between the total and taxable amounts received through annuitization at the original Annuity Commencement Date (age 90) and received at the Deferred Annuity Commencement Date, you must calculate the results of investment of the amount received at age 90 for the ten-year period until age 100. Factors to consider in this calculation include:

- Your assumed net rate of return for this period;
- The amount that you would pay in taxes related to this amount; and
- Potential changes in laws including tax laws that may affect your investment and taxes.


## Total and taxable amounts if you choose to annuitize your Contract on your Annuity Commencement Date:

To calculate the total and taxable amounts, this example assumes:
You elect the ten year Payments for a Period Certain, Fixed Dollar Amount Annuity Payout Option.
Your annual payment is equal to $\$ 29,637$. Based on these assumptions:
Your exclusion ratio is 0.5905 ( $\$ 175,000$ divided by ( $\$ 29,637$ times 10)).
The annual excludable amount is $\$ 17,500$ ( $\$ 29,637$ times 0.5905 ). The annual taxable amount is $\$ 12,137$.
After 10 years, you will receive total payments of $\$ 296,370$ of which $\$ 121,370$ is taxable.
Total and taxable amounts if you elect the Annuity Commencement Date Deferral Option and defer your Annuity Commencement Date to age 100:
This example assumes:
Your Contract has a 4\% annual growth, net of fees, compounded annually, for the next ten years.
Based on this assumption, your Contract Value at age 100 is $\$ 370,061$.
If you die at age 100 and a Death Benefit is payable:
Your beneficiary receives the $\$ 370,061$ Contract Value as a Death Benefit in one lump sum.
$\$ 195,061$ ( $\$ 370,061$ minus $\$ 175,000$ ) of the amount is taxable to the beneficiary.
If you annuitize at age 100 and elect the ten year Payments for a Period Certain, Fixed Dollar Amount Annuity Payout Option:
This example assumes:
Your annual payment is equal to $\$ 43,870$.
Based on this assumption:
Your exclusion ratio will be 0.3989 ( $\$ 175,000$ divided by ( $\$ 43,870$ times 10)).
Your annual excludable amount is $\$ 17,500$ ( $\$ 43,870$ times 0.3989 ).
Your annual taxable amount is $\$ 26,370$.
After 10 years, you will receive total payments of $\$ 438,700$, of which $\$ 263,700$ is taxable.

## Appendix IX - Accumulation Unit Values

## (For an Accumulation Unit Outstanding Throughout the Period)

The following information should be read in conjunction with the financial statements for the Separate Account included in this Statement of Additional Information which is incorporated by reference in this prospectus.

There are several classes of Accumulation Unit Values under the Contract depending on the number of optional benefits you select. The table below shows all possible Accumulation Unit Values corresponding to all combinations of optional benefits.

## The Director II

| Sub-Account | As of December 31, |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 |  | 08 |
| Hartford Balanced HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 7.942 | \$ 7.584 | \$ 7.666 | \$ 7.070 | \$ 5.907 | \$ 5.340 | \$ 5.308 | \$ 4.793 | \$ 3.725 | \$ | 5.518 |
| Accumulation Unit Value at end of period | \$ 9.066 | \$ 7.942 | \$ 7.584 | \$ 7.666 | \$ 7.070 | \$ 5.907 | \$ 5.340 | \$ 5.308 | \$ 4.793 | \$ | 3.725 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 56,241 | 63,903 | 73,775 | 84,740 | $\begin{array}{r} 101,14 \\ 9 \end{array}$ | $\begin{array}{r} 120,55 \\ 2 \end{array}$ | $\begin{array}{r} 143,05 \\ 6 \end{array}$ | 170,323 | 197,285 |  | 41,891 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 7.735 | \$ 7.397 | \$ 7.488 | \$ 6.916 | \$ 5.788 | \$ 5.239 | \$ 5.216 | \$ 4.717 | \$ 3.672 | \$ | 5.447 |
| Accumulation Unit Value at end of period | \$ 8.816 | \$ 7.735 | \$ 7.397 | \$ 7.488 | \$ 6.916 | \$ 5.788 | \$ 5.239 | \$ 5.216 | \$ 4.717 | \$ | 3.672 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,011 | 1,226 | 1,344 | 1,555 | 1,785 | 2,051 | 2,376 | 2,744 | 3,221 |  | 4,077 |
| Hartford Capital Appreciation HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$21.142 | \$20.288 | \$20.336 | \$19.190 | \$13.971 | \$11.955 | \$13.664 | \$ 11.876 | \$ 8.255 |  | 15.365 |
| Accumulation Unit Value at end of period | \$25.502 | \$21.142 | \$20.288 | \$20.336 | \$19.190 | \$13.971 | \$11.955 | \$ 13.664 | \$ 11.876 | \$ | 8.255 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 31,278 | 34,880 | 40,151 | 45,768 | 53,177 | 63,564 | 75,582 | 89,112 | 104,310 |  | 23,013 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$20.589 | \$19.787 | \$19.864 | \$18.772 | \$13.688 | \$11.730 | \$13.427 | \$ 11.687 | \$ 8.136 |  | 15.166 |
| Accumulation Unit Value at end of period | \$24.798 | \$20.589 | \$19.787 | \$19.864 | \$18.772 | \$13.688 | \$11.730 | \$ 13.427 | \$ 11.687 | \$ | 8.136 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 549 | 653 | 737 | 850 | 991 | 1,152 | 1,343 | 1,613 | 1,965 |  | 2,477 |
| Hartford Disciplined Equity HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.599 | \$ 2.489 | \$ 2.359 | \$ 2.056 | \$ 1.533 | \$ 1.320 | \$ 1.321 | \$ 1.173 | \$ 0.945 | \$ | 1.526 |
| Accumulation Unit Value at end of period | \$ 3.130 | \$ 2.599 | \$ 2.489 | \$ 2.359 | \$ 2.056 | \$ 1.533 | \$ 1.320 | \$ 1.321 | \$ 1.173 | \$ | 0.945 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 8,881 | 9,740 | 10,609 | 11,467 | 13,200 | 15,860 | 18,279 | 21,772 | 27,154 |  | 35,092 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.532 | \$ 2.427 | \$ 2.304 | \$ 2.011 | \$ 1.502 | \$ 1.295 | \$ 1.298 | \$ 1.154 | \$ 0.932 | \$ | 1.506 |
| Accumulation Unit Value at end of period | \$ 3.043 | \$ 2.532 | \$ 2.427 | \$ 2.304 | \$ 2.011 | \$ 1.502 | \$ 1.295 | \$ 1.298 | \$ 1.154 | \$ | 0.932 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 502 | 610 | 696 | 730 | 878 | 981 | 1,054 | 1,208 | 1,427 |  | 1,817 |
| Hartford Dividend and Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 6.937 | \$ 6.114 | \$ 6.263 | \$ 5.614 | \$ 4.309 | \$ 3.841 | \$ 3.839 | \$ 3.434 | \$ 2.789 | \$ | 4.179 |
| Accumulation Unit Value at end of period | \$ 8.108 | \$ 6.937 | \$ 6.114 | \$ 6.263 | \$ 5.614 | \$ 4.309 | \$ 3.841 | \$ 3.839 | \$ 3.434 | \$ | 2.789 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 36,929 | 41,641 | 47,265 | 54,733 | 64,386 | 77,460 | 92,546 | 107,093 | 125,523 |  | 53,361 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 6.755 | \$ 5.963 | \$ 6.118 | \$ 5.492 | \$ 4.222 | \$ 3.769 | \$ 3.773 | \$ 3.379 | \$ 2.749 | \$ | 4.126 |
| Accumulation Unit Value at end of period | \$ 7.884 | \$ 6.755 | \$ 5.963 | \$ 6.118 | \$ 5.492 | \$ 4.222 | \$ 3.769 | \$ 3.773 | \$ 3.379 | \$ | 2.749 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 899 | 1,072 | 1,165 | 1,390 | 1,593 | 1,721 | 1,910 | 2,252 | 2,607 |  | 3,251 |


| Sub-Account | 2017 | 2016 | 2015 | 2014 | As of December 31, |  |  | 2010 |  | 2009 |  | 2008 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2013 | 2012 | 2011 |  |  |  |  |  |  |
| Hartford Global Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.926 | \$ 2.906 | \$ 2.724 | \$ 2.582 | \$ 1.919 | \$ 1.574 | \$ 1.851 | \$ | 1.641 | \$ | 1.225 | \$ | 2.609 |
| Accumulation Unit Value at end of period | \$ 3.835 | \$ 2.926 | \$ 2.906 | \$ 2.724 | \$ 2.582 | \$ 1.919 | \$ 1.574 | \$ | 1.851 | \$ | 1.641 | \$ | 1.225 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 10,812 | 11,248 | 13,483 | 14,562 | 13,504 | 16,371 | 19,224 |  | 22,865 |  | 27,017 |  | 33,382 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.849 | \$ 2.834 | \$ 2.660 | \$ 2.526 | \$ 1.880 | \$ 1.545 | \$ 1.819 | \$ | 1.615 | \$ | 1.207 | \$ | 2.575 |
| Accumulation Unit Value at end of period | \$ 3.729 | \$ 2.849 | \$ 2.834 | \$ 2.660 | \$ 2.526 | \$ 1.880 | \$ 1.545 | \$ | 1.819 | \$ | 1.615 | \$ | 1.207 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 371 | 433 | 557 | 593 | 578 | 857 | 907 |  | 1,082 |  | 1,236 |  | 1,430 |
| Hartford Growth Opportunities HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.028 | \$ 3.081 | \$ 2.792 | \$ 2.477 | \$ 1.848 | \$ 1.475 | \$ 1.639 | \$ | 1.411 | \$ | 1.103 | \$ | 2.055 |
| Accumulation Unit Value at end of period | \$ 3.901 | \$ 3.028 | \$ 3.081 | \$ 2.792 | \$ 2.477 | \$ 1.848 | \$ 1.475 | \$ | 1.639 | \$ | 1.411 | \$ | 1.103 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 12,202 | 13,010 | 15,880 | 16,753 | 11,996 | 14,175 | 16,188 |  | 18,469 |  | 22,841 |  | 28,777 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.962 | \$ 3.018 | \$ 2.739 | \$ 2.434 | \$ 1.818 | \$ 1.453 | \$ 1.617 | \$ | 1.395 | \$ | 1.092 | \$ | 2.037 |
| Accumulation Unit Value at end of period | \$ 3.810 | \$ 2.962 | \$ 3.018 | \$ 2.739 | \$ 2.434 | \$ 1.818 | \$ 1.453 | \$ | 1.617 | \$ | 1.395 | \$ | 1.092 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 353 | 422 | 500 | 534 | 418 | 399 | 340 |  | 361 |  | 401 |  | 541 |
| Hartford Healthcare HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 5.186 | \$ 5.732 | \$ 5.127 | \$ 4.075 | \$ 2.718 | \$ 2.281 | \$ 2.128 | \$ | 2.012 | \$ | 1.660 | \$ | 2.258 |
| Accumulation Unit Value at end of period | \$ 6.262 | \$ 5.186 | \$ 5.732 | \$ 5.127 | \$ 4.075 | \$ 2.718 | \$ 2.281 | \$ | 2.128 | \$ | 2.012 | \$ | 1.660 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 2,927 | 3,258 | 3,601 | 4,094 | 4,885 | 5,770 | 7,059 |  | 8,756 |  | 11,085 |  | 14,282 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 5.058 | \$ 5.599 | \$ 5.016 | \$ 3.993 | \$ 2.666 | \$ 2.242 | \$ 2.094 | \$ | 1.983 | \$ | 1.639 | \$ | 2.233 |
| Accumulation Unit Value at end of period | \$ 6.098 | \$ 5.058 | \$ 5.599 | \$ 5.016 | \$ 3.993 | \$ 2.666 | \$ 2.242 | \$ | 2.094 | \$ | 1.983 | \$ | 1.639 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 193 | 219 | 244 | 253 | 322 | 356 | 412 |  | 526 |  | 622 |  | 731 |


| Sub-Account | 2016 | 2015 | 2014 | 2013 | As of December 31, |  |  | 2009 |  | 2008 |  | 2007 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2012 | 2011 | 2010 |  |  |  |  |  |  |
| Hartford High Yield HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.409 | \$ 2.135 | \$ 2.259 | \$ 2.230 | \$ 2.122 | \$ 1.879 | \$ 1.818 | \$ | 1.585 | \$ | 1.066 | \$ | 1.444 |
| Accumulation Unit Value at end of period | \$ 2.560 | \$ 2.409 | \$ 2.135 | \$ 2.259 | \$ 2.230 | \$ 2.122 | \$ 1.879 | \$ | 1.818 | \$ | 1.585 | \$ | 1.066 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 8,258 | 9,394 | 10,124 | 12,333 | 15,397 | 19,588 | 21,503 |  | 24,597 |  | 27,105 |  | 27,028 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.346 | \$ 2.082 | \$ 2.207 | \$ 2.181 | \$ 2.079 | \$ 1.844 | \$ 1.786 | \$ | 1.559 | \$ | 1.051 | \$ | 1.426 |
| Accumulation Unit Value at end of period | \$ 2.489 | \$ 2.346 | \$ 2.082 | \$ 2.207 | \$ 2.181 | \$ 2.079 | \$ 1.844 | \$ | 1.786 | \$ | 1.559 | \$ | 1.051 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 400 | 718 | 779 | 875 | 953 | 1,359 | 1,299 |  | 1,701 |  | 1,947 |  | 1,998 |
| Hartford International Opportunities HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.184 | \$ 3.184 | \$ 3.165 | \$ 3.334 | \$ 2.777 | \$ 2.339 | \$ 2.754 | \$ | 2.435 | \$ | 1.848 | \$ | 3.240 |
| Accumulation Unit Value at end of period | \$ 3.938 | \$ 3.184 | \$ 3.184 | \$ 3.165 | \$ 3.334 | \$ 2.777 | \$ 2.339 | \$ | 2.754 | \$ | 2.435 | \$ | 1.848 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 24,376 | 26,999 | 30,796 | 34,979 | 40,589 | 48,599 | 58,160 |  | 69,189 |  | 61,299 |  | 72,228 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.101 | \$ 3.105 | \$ 3.091 | \$ 3.261 | \$ 2.721 | \$ 2.295 | \$ 2.706 | \$ | 2.397 | \$ | 1.821 | \$ | 3.198 |
| Accumulation Unit Value at end of period | \$ 3.830 | \$ 3.101 | \$ 3.105 | \$ 3.091 | \$ 3.261 | \$ 2.721 | \$ 2.295 | \$ | 2.706 | \$ | 2.397 | \$ | 1.821 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 655 | 787 | 890 | 881 | 935 | 1,095 | 1,225 |  | 1,519 |  | 1,178 |  | 1,426 |
| Hartford MidCap HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.468 | \$ 7.658 | \$ 7.632 | \$ 6.939 | \$ 5.025 | \$ 4.260 | \$ 4.685 | \$ | 3.843 | \$ | 2.971 | \$ | 4.652 |
| Accumulation Unit Value at end of period | \$10.409 | \$ 8.468 | \$ 7.658 | \$ 7.632 | \$ 6.939 | \$ 5.025 | \$ 4.260 | \$ | 4.685 | \$ | 3.843 | \$ | 2.971 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 13,482 | 15,367 | 17,471 | 19,917 | 23,242 | 27,663 | 32,992 |  | 39,419 |  | 46,546 |  | 56,500 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.247 | \$ 7.468 | \$ 7.455 | \$ 6.788 | \$ 4.923 | \$ 4.180 | \$ 4.603 | \$ | 3.782 | \$ | 2.928 | \$ | 4.592 |
| Accumulation Unit Value at end of period | \$10.122 | \$ 8.247 | \$ 7.468 | \$ 7.455 | \$ 6.788 | \$ 4.923 | \$ 4.180 | \$ | 4.603 | \$ | 3.782 | \$ | 2.928 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 513 | 568 | 642 | 743 | 897 | 1,033 | 1,246 |  | 1,533 |  | 1,891 |  | 2,410 |
| Hartford MidCap Value HLS Fund Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.148 | \$ 2.825 | \$ 2.896 | \$ 2.710 | \$ 2.037 | \$ 1.650 | \$ 1.828 | \$ | 1.484 | \$ | 1.042 | \$ | 1.766 |
| Accumulation Unit Value at end of period | \$ 3.527 | \$ 3.148 | \$ 2.825 | \$ 2.896 | \$ 2.710 | \$ 2.037 | \$ 1.650 | \$ | 1.828 | \$ | 1.484 | \$ | 1.042 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 12,116 | 13,740 | 15,465 | 17,387 | 19,824 | 22,833 | 26,734 |  | 31,726 |  | 33,445 |  | 44,174 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.074 | \$ 2.764 | \$ 2.837 | \$ 2.658 | \$ 2.001 | \$ 1.624 | \$ 1.801 | \$ | 1.465 | \$ | 1.031 | \$ | 1.748 |
| Accumulation Unit Value at end of period | \$ 3.440 | \$ 3.074 | \$ 2.764 | \$ 2.837 | \$ 2.658 | \$ 2.001 | \$ 1.624 | \$ | 1.801 | \$ | 1.465 | \$ | 1.031 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 416 | 455 | 483 | 632 | 738 | 839 | 901 |  | 1,048 |  | 1,168 |  | 1,561 |


|  |  |  |  |  | As of | cmber |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Sub-Account | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |  | 09 | 200 |  |  | 07 |
| Hartford Small Cap Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.917 | \$ 2.628 | \$ 2.676 | \$ 2.560 | \$ 1.790 | \$ 1.544 | \$ 1.541 | \$ | 1.143 | \$ | 0.855 | \$ | 1.383 |
| Accumulation Unit Value at end of period | \$ 3.459 | \$ 2.917 | \$ 2.628 | \$ 2.676 | \$ 2.560 | \$ 1.790 | \$ 1.544 | \$ | 1.541 | \$ | 1.143 | \$ | 0.855 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 4,970 | 5,372 | 5,986 | 7,144 | 8,976 | 9,211 | 11,762 |  | 13,521 |  | 17,037 |  | 16,071 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.853 | \$ 2.575 | \$ 2.626 | \$ 2.516 | \$ 1.761 | \$ 1.521 | \$ 1.521 | \$ | 1.130 | \$ | 0.846 | \$ | 1.371 |
| Accumulation Unit Value at end of period | \$ 3.379 | \$ 2.853 | \$ 2.575 | \$ 2.626 | \$ 2.516 | \$ 1.761 | \$ 1.521 | \$ | 1.521 | \$ | 1.130 | \$ | 0.846 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 178 | 202 | 233 | 289 | 352 | 438 | 434 |  | 517 |  | 626 |  | 615 |
| Hartford Small Company HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 4.003 | \$ 3.972 | \$ 4.382 | \$ 4.144 | \$ 2.907 | \$ 2.545 | \$ 2.667 | \$ | 2.175 | \$ | 1.704 | \$ | 2.905 |
| Accumulation Unit Value at end of period | \$ 4.996 | \$ 4.003 | \$ 3.972 | \$ 4.382 | \$ 4.144 | \$ 2.907 | \$ 2.545 | \$ | 2.667 | \$ | 2.175 | \$ | 1.704 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 10,920 | 11,757 | 13,459 | 15,124 | 17,509 | 21,338 | 25,306 |  | 29,587 |  | 35,218 |  | 42,419 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.899 | \$ 3.874 | \$ 4.281 | \$ 4.054 | \$ 2.848 | \$ 2.497 | \$ 2.621 | \$ | 2.141 | \$ | 1.679 | \$ | 2.867 |
| Accumulation Unit Value at end of period | \$ 4.858 | \$ 3.899 | \$ 3.874 | \$ 4.281 | \$ 4.054 | \$ 2.848 | \$ 2.497 | \$ | 2.621 | \$ | 2.141 | \$ | 1.679 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 366 | 392 | 460 | 503 | 578 | 723 | 818 |  | 970 |  | 1,170 |  | 1,530 |
| Hartford Small/Mid Cap Equity HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$17.812 | \$15.483 | \$16.457 | \$15.837 | \$11.662 | \$10.191 | \$10.437 | \$ | 8.399 | \$ | 5.751 |  | 10.251 |
| Accumulation Unit Value at end of period | \$20.128 | \$17.812 | \$15.483 | \$16.457 | \$15.837 | \$11.662 | \$10.191 | \$ | 10.437 | \$ | 8.399 | \$ | 5.751 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 488 | 656 | 494 | 552 | 683 | 737 | 919 |  | 1,169 |  | 1,568 |  | 289 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$17.577 | \$15.302 | \$16.289 | \$15.699 | \$11.577 | \$10.132 | \$10.393 | \$ | 8.376 | \$ | 5.744 |  | 10.249 |
| Accumulation Unit Value at end of period | \$19.833 | \$17.577 | \$15.302 | \$16.289 | \$15.699 | \$11.577 | \$10.132 | \$ | 10.393 | \$ | 8.376 | \$ | 5.744 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 19 | 19 | 20 | 21 | 27 | 21 | 26 |  | 37 |  | 25 |  | 6 |
| Hartford Stock HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$10.678 | \$10.066 | \$ 9.921 | \$ 9.025 | \$ 6.910 | \$ 6.117 | \$ 6.263 | \$ | 5.524 | \$ | 3.952 | \$ | 7.036 |
| Accumulation Unit Value at end of period | \$12.639 | \$10.678 | \$10.066 | \$ 9.921 | \$ 9.025 | \$ 6.910 | \$ 6.117 | \$ | 6.263 | \$ | 5.524 | \$ | 3.952 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 25,686 | 28,999 | 32,555 | 36,776 | 43,503 | 51,448 | 60,616 |  | 71,316 |  | 84,815 |  | 03,169 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$10.399 | \$ 9.818 | \$ 9.690 | \$ 8.829 | \$ 6.770 | \$ 6.002 | \$ 6.154 | \$ | 5.436 | \$ | 3.895 | \$ | 6.946 |
| Accumulation Unit Value at end of period | \$12.290 | \$10.399 | \$ 9.818 | \$ 9.690 | \$ 8.829 | \$ 6.770 | \$ 6.002 | \$ | 6.154 | \$ | 5.436 | \$ | 3.895 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 559 | 612 | 708 | 798 | 931 | 1,025 | 1,231 |  | 1,437 |  | 1,709 |  | 2,146 |
| Hartford Total Return Bond HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 4.279 | \$ 4.147 | \$ 4.224 | \$ 4.039 | \$ 4.146 | \$ 3.904 | \$ 3.695 | \$ | 3.480 | \$ | 3.064 | \$ | 3.358 |
| Accumulation Unit Value at end of period | \$ 4.444 | \$ 4.279 | \$ 4.147 | \$ 4.224 | \$ 4.039 | \$ 4.146 | \$ 3.904 | \$ | 3.695 | \$ | 3.480 | \$ | 3.064 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 24,847 | 27,078 | 30,761 | 35,536 | 41,394 | 52,669 | 60,468 |  | 69,740 |  | 77,958 |  | 85,112 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 4.167 | \$ 4.044 | \$ 4.125 | \$ 3.951 | \$ 4.062 | \$ 3.831 | \$ 3.631 | \$ | 3.425 | \$ | 3.020 | \$ | 3.315 |
| Accumulation Unit Value at end of period | \$ 4.321 | \$ 4.167 | \$ 4.044 | \$ 4.125 | \$ 3.951 | \$ 4.062 | \$ 3.831 | \$ | 3.631 | \$ | 3.425 | \$ | 3.020 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 827 | 918 | 1,011 | 1,176 | 1,334 | 1,779 | 1,988 |  | 2,382 |  | 2,571 |  | 2,876 |


| Sub-Account | As of December 31, |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 200 |  | 2008 | 2007 |
| Hartford U.S. Government Securities HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.251 | \$ 1.247 | \$ 1.243 | \$ 1.224 | \$ 1.261 | \$ 1.231 | \$ 1.189 | \$ | 1.160 | \$ 1.136 | \$ 1.158 |
| Accumulation Unit Value at end of period | \$ 1.251 | \$ 1.251 | \$ 1.247 | \$ 1.243 | \$ 1.224 | \$ 1.261 | \$ 1.231 | \$ | 1.189 | \$ 1.160 | \$ 1.136 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 25,151 | 28,019 | 31,669 | 35,616 | 42,640 | 54,228 | 63,613 |  | 75,317 | 86,272 | $\begin{array}{r} 110,10 \\ 4 \end{array}$ |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.223 | \$ 1.222 | \$ 1.220 | \$ 1.203 | \$ 1.241 | \$ 1.214 | \$ 1.174 | \$ | 1.147 | \$ 1.125 | \$ 1.148 |
| Accumulation Unit Value at end of period | \$ 1.222 | \$ 1.223 | \$ 1.222 | \$ 1.220 | \$ 1.203 | \$ 1.241 | \$ 1.214 | \$ | 1.174 | \$ 1.147 | \$ 1.125 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 741 | 1,084 | 1,242 | 1,735 | 1,643 | 2,281 | 3,221 |  | 2,542 | 3,064 | 3,919 |
| Hartford Ultrashort Bond HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.910 | \$ 1.916 | \$ 1.938 | \$ 1.960 | \$ 1.985 | \$ 2.010 | \$ 2.035 | \$ | 2.060 | \$ 2.085 | \$ 2.067 |
| Accumulation Unit Value at end of period | \$ 1.906 | \$ 1.910 | \$ 1.916 | \$ 1.938 | \$ 1.960 | \$ 1.985 | \$ 2.010 | \$ | 2.035 | \$ 2.060 | \$ 2.085 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 14,560 | 16,471 | 18,714 | 21,823 | 30,278 | 37,059 | 47,022 |  | 54,713 | 74,733 | $\begin{array}{r} 136,00 \\ 2 \end{array}$ |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.860 | \$ 1.869 | \$ 1.893 | \$ 1.917 | \$ 1.944 | \$ 1.972 | \$ 2.000 | \$ | 2.028 | \$ 2.055 | \$ 2.040 |
| Accumulation Unit Value at end of period | \$ 1.853 | \$ 1.860 | \$ 1.869 | \$ 1.893 | \$ 1.917 | \$ 1.944 | \$ 1.972 | \$ | 2.000 | \$ 2.028 | \$ 2.055 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,487 | 1,581 | 1,621 | 1,689 | 1,727 | 1,185 | 1,434 |  | 1,667 | 1,830 | 3,567 |
| Hartford Value HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.291 | \$ 2.040 | \$ 2.131 | \$ 1.938 | \$ 1.487 | \$ 1.287 | \$ 1.329 | \$ | 1.174 | \$ 0.956 | \$ 1.467 |
| Accumulation Unit Value at end of period | \$ 2.611 | \$ 2.291 | \$ 2.040 | \$ 2.131 | \$ 1.938 | \$ 1.487 | \$ 1.287 | \$ | 1.329 | \$ 1.174 | \$ 0.956 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 13,359 | 14,962 | 16,673 | 19,322 | 23,693 | 28,727 | 34,991 |  | 44,033 | 18,171 | 22,394 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.237 | \$ 1.996 | \$ 2.088 | \$ 1.901 | \$ 1.461 | \$ 1.267 | \$ 1.310 | \$ | 1.159 | \$ 0.945 | \$ 1.453 |
| Accumulation Unit Value at end of period | \$ 2.547 | \$ 2.237 | \$ 1.996 | \$ 2.088 | \$ 1.901 | \$ 1.461 | \$ 1.267 | \$ | 1.310 | \$ 1.159 | \$ 0.945 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 556 | 703 | 763 | 834 | 937 | 941 | 1,139 |  | 1,431 | 677 | 786 |
| HIMCO VIT Index Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.053 | \$ 8.214 | \$ 8.230 | \$ 7.600 | \$ | \$ | \$ | \$ | - | \$ | \$ |
| Accumulation Unit Value at end of period | \$10.857 | \$ 9.053 | \$ 8.214 | \$ 8.230 | \$ | \$ | \$ | \$ | - | \$ | \$ |
| Number of Accumulation Units outstanding at end of period (in thousands) | - | - | - | - | - | - | - |  | - | - |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.053 | \$ 8.214 | \$ 7.600 | \$ | \$ | \$ | \$ | \$ | - | \$ | \$ |
| Accumulation Unit Value at end of period | \$10.857 | \$ 9.053 | \$ 8.214 | \$ | \$ | \$ - | \$ | \$ | - | \$ | \$ |
| Number of Accumulation Units outstanding at end of period (in thousands) | 10,115 | 10,952 | 12,248 | - | - | - | - |  | - | - | - |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.816 | \$ 8.012 | \$ 8.039 | \$ 7.426 | \$ | \$ | \$ | \$ | - | \$ - | \$ |
| Accumulation Unit Value at end of period | \$10.558 | \$ 8.816 | \$ 8.012 | \$ 8.039 | \$ | \$ | \$ | \$ | - | \$ | \$ |
| Number of Accumulation Units outstanding at end of period (in thousands) | 277 | 300 | 333 | 345 | - | - | - |  | - | - | - |


| Sub-Account | As of December 31, |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 |  | 2010 |  | 2009 |  | 200 |  |  |  |
| Invesco V.I. Government Money Market Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.575 | \$ 9.686 | \$ 9.807 | \$ 9.929 | \$ 9.985 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$ 9.509 | \$ 9.575 | \$ 9.686 | \$ 9.807 | \$ 9.929 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,535 | 2,309 | 1,205 | 1,019 | 701 |  | - |  | - |  | - |  | - |  | - |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.523 | \$ 9.648 | \$ 9.783 | \$ 9.920 | \$ 9.983 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$ 9.444 | \$ 9.523 | \$ 9.648 | \$ 9.783 | \$ 9.920 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 29 | 34 | 17 | 20 | - |  | - |  | - |  | - |  | - |  | - |

## The Director III

|  |  |  |  |  | As of | embe |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Sub-Account | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 | 2008 |
| Hartford Balanced HLS Fund |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 7.942 | \$ 7.584 | \$ 7.666 | \$ 7.070 | \$ 5.907 | \$ 5.340 | \$ 5.308 | \$ 4.793 | \$ 3.725 | \$ 5.518 |
| Accumulation Unit Value at end of period | \$ 9.066 | \$ 7.942 | \$ 7.584 | \$ 7.666 | \$ 7.070 | \$ 5.907 | \$ 5.340 | \$ 5.308 | \$ 4.793 | \$ 3.725 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 56,241 | 63,903 | 73,775 | 84,740 | $\begin{array}{r} 101,14 \\ 9 \end{array}$ | $\begin{array}{r} 120,55 \\ 2 \end{array}$ | $\begin{array}{r} 143,05 \\ 6 \end{array}$ | 170,323 | 197,285 | 241,891 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 7.735 | \$ 7.397 | \$ 7.488 | \$ 6.916 | \$ 5.788 | \$ 5.239 | \$ 5.216 | \$ 4.717 | \$ 3.672 | \$ 5.447 |
| Accumulation Unit Value at end of period | \$ 8.816 | \$ 7.735 | \$ 7.397 | \$ 7.488 | \$ 6.916 | \$ 5.788 | \$ 5.239 | \$ 5.216 | \$ 4.717 | \$ 3.672 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,011 | 1,226 | 1,344 | 1,555 | 1,785 | 2,051 | 2,376 | 2,744 | 3,221 | 4,077 |
| Hartford Capital Appreciation HLS Fund |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$21.142 | \$20.288 | \$20.336 | \$19.190 | \$13.971 | \$11.955 | \$13.664 | \$ 11.876 | \$ 8.255 | \$ 15.365 |
| Accumulation Unit Value at end of period | \$25.502 | \$21.142 | \$20.288 | \$20.336 | \$19.190 | \$13.971 | \$11.955 | \$ 13.664 | \$ 11.876 | \$ 8.255 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 31,278 | 34,880 | 40,151 | 45,768 | 53,177 | 63,564 | 75,582 | 89,112 | 104,310 | 123,013 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$20.589 | \$19.787 | \$19.864 | \$18.772 | \$13.688 | \$11.730 | \$13.427 | \$ 11.687 | \$ 8.136 | \$ 15.166 |
| Accumulation Unit Value at end of period | \$24.798 | \$20.589 | \$19.787 | \$19.864 | \$18.772 | \$13.688 | \$11.730 | \$ 13.427 | \$ 11.687 | \$ 8.136 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 549 | 653 | 737 | 850 | 991 | 1,152 | 1,343 | 1,613 | 1,965 | 2,477 |
| Hartford Disciplined Equity HLS Fund |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.599 | \$ 2.489 | \$ 2.359 | \$ 2.056 | \$ 1.533 | \$ 1.320 | \$ 1.321 | \$ 1.173 | \$ 0.945 | \$ 1.526 |
| Accumulation Unit Value at end of period | \$ 3.130 | \$ 2.599 | \$ 2.489 | \$ 2.359 | \$ 2.056 | \$ 1.533 | \$ 1.320 | \$ 1.321 | \$ 1.173 | \$ 0.945 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 8,881 | 9,740 | 10,609 | 11,467 | 13,200 | 15,860 | 18,279 | 21,772 | 27,154 | 35,092 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.532 | \$ 2.427 | \$ 2.304 | \$ 2.011 | \$ 1.502 | \$ 1.295 | \$ 1.298 | \$ 1.154 | \$ 0.932 | \$ 1.506 |
| Accumulation Unit Value at end of period | \$ 3.043 | \$ 2.532 | \$ 2.427 | \$ 2.304 | \$ 2.011 | \$ 1.502 | \$ 1.295 | \$ 1.298 | \$ 1.154 | \$ 0.932 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 502 | 610 | 696 | 730 | 878 | 981 | 1,054 | 1,208 | 1,427 | 1,817 |
| Hartford Dividend and Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 6.937 | \$ 6.114 | \$ 6.263 | \$ 5.614 | \$ 4.309 | \$ 3.841 | \$ 3.839 | \$ 3.434 | \$ 2.789 | \$ 4.179 |
| Accumulation Unit Value at end of period | \$ 8.108 | \$ 6.937 | \$ 6.114 | \$ 6.263 | \$ 5.614 | \$ 4.309 | \$ 3.841 | \$ 3.839 | \$ 3.434 | \$ 2.789 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 36,929 | 41,641 | 47,265 | 54,733 | 64,386 | 77,460 | 92,546 | 107,093 | 125,523 | 153,361 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 6.755 | \$ 5.963 | \$ 6.118 | \$ 5.492 | \$ 4.222 | \$ 3.769 | \$ 3.773 | \$ 3.379 | \$ 2.749 | \$ 4.126 |
| Accumulation Unit Value at end of period | \$ 7.884 | \$ 6.755 | \$ 5.963 | \$ 6.118 | \$ 5.492 | \$ 4.222 | \$ 3.769 | \$ 3.773 | \$ 3.379 | \$ 2.749 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 899 | 1,072 | 1,165 | 1,390 | 1,593 | 1,721 | 1,910 | 2,252 | 2,607 | 3,251 |


| Sub-Account | 2017 | 2016 | 2015 | 2014 | As of December 31, |  |  | 2010 |  | 2009 |  | 2008 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2013 | 2012 | 2011 |  |  |  |  |  |  |
| Hartford Global Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.926 | \$ 2.906 | \$ 2.724 | \$ 2.582 | \$ 1.919 | \$ 1.574 | \$ 1.851 | \$ | 1.641 | \$ | 1.225 | \$ | 2.609 |
| Accumulation Unit Value at end of period | \$ 3.835 | \$ 2.926 | \$ 2.906 | \$ 2.724 | \$ 2.582 | \$ 1.919 | \$ 1.574 | \$ | 1.851 | \$ | 1.641 | \$ | 1.225 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 10,812 | 11,248 | 13,483 | 14,562 | 13,504 | 16,371 | 19,224 |  | 22,865 |  | 27,017 |  | 33,382 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.849 | \$ 2.834 | \$ 2.660 | \$ 2.526 | \$ 1.880 | \$ 1.545 | \$ 1.819 | \$ | 1.615 | \$ | 1.207 | \$ | 2.575 |
| Accumulation Unit Value at end of period | \$ 3.729 | \$ 2.849 | \$ 2.834 | \$ 2.660 | \$ 2.526 | \$ 1.880 | \$ 1.545 | \$ | 1.819 | \$ | 1.615 | \$ | 1.207 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 371 | 433 | 557 | 593 | 578 | 857 | 907 |  | 1,082 |  | 1,236 |  | 1,430 |
| Hartford Growth Opportunities HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.028 | \$ 3.081 | \$ 2.792 | \$ 2.477 | \$ 1.848 | \$ 1.475 | \$ 1.639 | \$ | 1.411 | \$ | 1.103 | \$ | 2.055 |
| Accumulation Unit Value at end of period | \$ 3.901 | \$ 3.028 | \$ 3.081 | \$ 2.792 | \$ 2.477 | \$ 1.848 | \$ 1.475 | \$ | 1.639 | \$ | 1.411 | \$ | 1.103 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 12,202 | 13,010 | 15,880 | 16,753 | 11,996 | 14,175 | 16,188 |  | 18,469 |  | 22,841 |  | 28,777 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.962 | \$ 3.018 | \$ 2.739 | \$ 2.434 | \$ 1.818 | \$ 1.453 | \$ 1.617 | \$ | 1.395 | \$ | 1.092 | \$ | 2.037 |
| Accumulation Unit Value at end of period | \$ 3.810 | \$ 2.962 | \$ 3.018 | \$ 2.739 | \$ 2.434 | \$ 1.818 | \$ 1.453 | \$ | 1.617 | \$ | 1.395 | \$ | 1.092 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 353 | 422 | 500 | 534 | 418 | 399 | 340 |  | 361 |  | 401 |  | 541 |
| Hartford Healthcare HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 5.186 | \$ 5.732 | \$ 5.127 | \$ 4.075 | \$ 2.718 | \$ 2.281 | \$ 2.128 | \$ | 2.012 | \$ | 1.660 | \$ | 2.258 |
| Accumulation Unit Value at end of period | \$ 6.262 | \$ 5.186 | \$ 5.732 | \$ 5.127 | \$ 4.075 | \$ 2.718 | \$ 2.281 | \$ | 2.128 | \$ | 2.012 | \$ | 1.660 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 2,927 | 3,258 | 3,601 | 4,094 | 4,885 | 5,770 | 7,059 |  | 8,756 |  | 11,085 |  | 14,282 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 5.058 | \$ 5.599 | \$ 5.016 | \$ 3.993 | \$ 2.666 | \$ 2.242 | \$ 2.094 | \$ | 1.983 | \$ | 1.639 | \$ | 2.233 |
| Accumulation Unit Value at end of period | \$ 6.098 | \$ 5.058 | \$ 5.599 | \$ 5.016 | \$ 3.993 | \$ 2.666 | \$ 2.242 | \$ | 2.094 | \$ | 1.983 | \$ | 1.639 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 193 | 219 | 244 | 253 | 322 | 356 | 412 |  | 526 |  | 622 |  | 731 |
| Hartford High Yield HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.409 | \$ 2.135 | \$ 2.259 | \$ 2.230 | \$ 2.122 | \$ 1.879 | \$ 1.818 | \$ | 1.585 | \$ | 1.066 | \$ | 1.444 |
| Accumulation Unit Value at end of period | \$ 2.560 | \$ 2.409 | \$ 2.135 | \$ 2.259 | \$ 2.230 | \$ 2.122 | \$ 1.879 | \$ | 1.818 | \$ | 1.585 | \$ | 1.066 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 8,258 | 9,394 | 10,124 | 12,333 | 15,397 | 19,588 | 21,503 |  | 24,597 |  | 27,105 |  | 27,028 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.346 | \$ 2.082 | \$ 2.207 | \$ 2.181 | \$ 2.079 | \$ 1.844 | \$ 1.786 | \$ | 1.559 | \$ | 1.051 | \$ | 1.426 |
| Accumulation Unit Value at end of period | \$ 2.489 | \$ 2.346 | \$ 2.082 | \$ 2.207 | \$ 2.181 | \$ 2.079 | \$ 1.844 | \$ | 1.786 | \$ | 1.559 | \$ | 1.051 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 400 | 718 | 779 | 875 | 953 | 1,359 | 1,299 |  | 1,701 |  | 1,947 |  | 1,998 |


| Sub-Account | 2017 | 2016 | 2015 | 2014 | As of December 31, |  |  | 2010 |  | 2009 |  | 2008 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2013 | 2012 | 2011 |  |  |  |  |  |  |
| Hartford International Opportunities HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.184 | \$ 3.184 | \$ 3.165 | \$ 3.334 | \$ 2.777 | \$ 2.339 | \$ 2.754 | \$ | 2.435 | \$ | 1.848 | \$ | 3.240 |
| Accumulation Unit Value at end of period | \$ 3.938 | \$ 3.184 | \$ 3.184 | \$ 3.165 | \$ 3.334 | \$ 2.777 | \$ 2.339 | \$ | 2.754 | \$ | 2.435 | \$ | 1.848 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 24,376 | 26,999 | 30,796 | 34,979 | 40,589 | 48,599 | 58,160 |  | 69,189 |  | 61,299 |  | 72,228 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.101 | \$ 3.105 | \$ 3.091 | \$ 3.261 | \$ 2.721 | \$ 2.295 | \$ 2.706 | \$ | 2.397 | \$ | 1.821 | \$ | 3.198 |
| Accumulation Unit Value at end of period | \$ 3.830 | \$ 3.101 | \$ 3.105 | \$ 3.091 | \$ 3.261 | \$ 2.721 | \$ 2.295 | \$ | 2.706 | \$ | 2.397 | \$ | 1.821 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 655 | 787 | 890 | 881 | 935 | 1,095 | 1,225 |  | 1,519 |  | 1,178 |  | 1,426 |
| Hartford MidCap HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.468 | \$ 7.658 | \$ 7.632 | \$ 6.939 | \$ 5.025 | \$ 4.260 | \$ 4.685 | \$ | 3.843 | \$ | 2.971 | \$ | 4.652 |
| Accumulation Unit Value at end of period | \$10.409 | \$ 8.468 | \$ 7.658 | \$ 7.632 | \$ 6.939 | \$ 5.025 | \$ 4.260 | \$ | 4.685 | \$ | 3.843 | \$ | 2.971 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 13,482 | 15,367 | 17,471 | 19,917 | 23,242 | 27,663 | 32,992 |  | 39,419 |  | 46,546 |  | 56,500 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.247 | \$ 7.468 | \$ 7.455 | \$ 6.788 | \$ 4.923 | \$ 4.180 | \$ 4.603 | \$ | 3.782 | \$ | 2.928 | \$ | 4.592 |
| Accumulation Unit Value at end of period | \$10.122 | \$ 8.247 | \$ 7.468 | \$ 7.455 | \$ 6.788 | \$ 4.923 | \$ 4.180 | \$ | 4.603 | \$ | 3.782 | \$ | 2.928 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 513 | 568 | 642 | 743 | 897 | 1,033 | 1,246 |  | 1,533 |  | 1,891 |  | 2,410 |
| Hartford MidCap Value HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.148 | \$ 2.825 | \$ 2.896 | \$ 2.710 | \$ 2.037 | \$ 1.650 | \$ 1.828 | \$ | 1.484 | \$ | 1.042 | \$ | 1.766 |
| Accumulation Unit Value at end of period | \$ 3.527 | \$ 3.148 | \$ 2.825 | \$ 2.896 | \$ 2.710 | \$ 2.037 | \$ 1.650 | \$ | 1.828 | \$ | 1.484 | \$ | 1.042 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 12,116 | 13,740 | 15,465 | 17,387 | 19,824 | 22,833 | 26,734 |  | 31,726 |  | 33,445 |  | 44,174 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.074 | \$ 2.764 | \$ 2.837 | \$ 2.658 | \$ 2.001 | \$ 1.624 | \$ 1.801 | \$ | 1.465 | \$ | 1.031 | \$ | 1.748 |
| Accumulation Unit Value at end of period | \$ 3.440 | \$ 3.074 | \$ 2.764 | \$ 2.837 | \$ 2.658 | \$ 2.001 | \$ 1.624 | \$ | 1.801 | \$ | 1.465 | \$ | 1.031 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 416 | 455 | 483 | 632 | 738 | 839 | 901 |  | 1,048 |  | 1,168 |  | 1,561 |
| Hartford Small Cap Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.917 | \$ 2.628 | \$ 2.676 | \$ 2.560 | \$ 1.790 | \$ 1.544 | \$ 1.541 | \$ | 1.143 | \$ | 0.855 | \$ | 1.383 |
| Accumulation Unit Value at end of period | \$ 3.459 | \$ 2.917 | \$ 2.628 | \$ 2.676 | \$ 2.560 | \$ 1.790 | \$ 1.544 | \$ | 1.541 | \$ | 1.143 | \$ | 0.855 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 4,970 | 5,372 | 5,986 | 7,144 | 8,976 | 9,211 | 11,762 |  | 13,521 |  | 17,037 |  | 16,071 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.853 | \$ 2.575 | \$ 2.626 | \$ 2.516 | \$ 1.761 | \$ 1.521 | \$ 1.521 | \$ | 1.130 | \$ | 0.846 | \$ | 1.371 |
| Accumulation Unit Value at end of period | \$ 3.379 | \$ 2.853 | \$ 2.575 | \$ 2.626 | \$ 2.516 | \$ 1.761 | \$ 1.521 | \$ | 1.521 | \$ | 1.130 | \$ | 0.846 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 178 | 202 | 233 | 289 | 352 | 438 | 434 |  | 517 |  | 626 |  | 615 |



| Sub-Account | 2016 | 2015 | 2014 | 2013 | As of December 31, |  |  | 2009 |  | 2008 |  | 2007 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2012 | 2011 | 2010 |  |  |  |  |  |  |
| Hartford U.S. Government Securities HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.251 | \$ 1.247 | \$ 1.243 | \$ 1.224 | \$ 1.261 | \$ 1.231 | \$ 1.189 | \$ | 1.160 | \$ | 1.136 | \$ | 1.158 |
| Accumulation Unit Value at end of period | \$ 1.251 | \$ 1.251 | \$ 1.247 | \$ 1.243 | \$ 1.224 | \$ 1.261 | \$ 1.231 | \$ | 1.189 | \$ | 1.160 | \$ | 1.136 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 25,151 | 28,019 | 31,669 | 35,616 | 42,640 | 54,228 | 63,613 |  | 75,317 |  | 86,272 |  | 10,104 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.223 | \$ 1.222 | \$ 1.220 | \$ 1.203 | \$ 1.241 | \$ 1.214 | \$ 1.174 | \$ | 1.147 | \$ | 1.125 | \$ | 1.148 |
| Accumulation Unit Value at end of period | \$ 1.222 | \$ 1.223 | \$ 1.222 | \$ 1.220 | \$ 1.203 | \$ 1.241 | \$ 1.214 | \$ | 1.174 | \$ | 1.147 | \$ | 1.125 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 741 | 1,084 | 1,242 | 1,735 | 1,643 | 2,281 | 3,221 |  | 2,542 |  | 3,064 |  | 3,919 |
| Hartford Ultrashort Bond HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.910 | \$ 1.916 | \$ 1.938 | \$ 1.960 | \$ 1.985 | \$ 2.010 | \$ 2.035 | \$ | 2.060 | \$ | 2.085 | \$ | 2.067 |
| Accumulation Unit Value at end of period | \$ 1.906 | \$ 1.910 | \$ 1.916 | \$ 1.938 | \$ 1.960 | \$ 1.985 | \$ 2.010 | \$ | 2.035 | \$ | 2.060 | \$ | 2.085 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 14,560 | 16,471 | 18,714 | 21,823 | 30,278 | 37,059 | 47,022 |  | 54,713 |  | 74,733 |  | 36,002 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.860 | \$ 1.869 | \$ 1.893 | \$ 1.917 | \$ 1.944 | \$ 1.972 | \$ 2.000 | \$ | 2.028 | \$ | 2.055 | \$ | 2.040 |
| Accumulation Unit Value at end of period | \$ 1.853 | \$ 1.860 | \$ 1.869 | \$ 1.893 | \$ 1.917 | \$ 1.944 | \$ 1.972 | \$ | 2.000 | \$ | 2.028 | \$ | 2.055 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,487 | 1,581 | 1,621 | 1,689 | 1,727 | 1,185 | 1,434 |  | 1,667 |  | 1,830 |  | 3,567 |
| Hartford Value HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.291 | \$ 2.040 | \$ 2.131 | \$ 1.938 | \$ 1.487 | \$ 1.287 | \$ 1.329 | \$ | 1.174 | \$ | 0.956 | \$ | 1.467 |
| Accumulation Unit Value at end of period | \$ 2.611 | \$ 2.291 | \$ 2.040 | \$ 2.131 | \$ 1.938 | \$ 1.487 | \$ 1.287 | \$ | 1.329 | \$ | 1.174 | \$ | 0.956 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 13,359 | 14,962 | 16,673 | 19,322 | 23,693 | 28,727 | 34,991 |  | 44,033 |  | 18,171 |  | 22,394 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.237 | \$ 1.996 | \$ 2.088 | \$ 1.901 | \$ 1.461 | \$ 1.267 | \$ 1.310 | \$ | 1.159 | \$ | 0.945 | \$ | 1.453 |
| Accumulation Unit Value at end of period | \$ 2.547 | \$ 2.237 | \$ 1.996 | \$ 2.088 | \$ 1.901 | \$ 1.461 | \$ 1.267 | \$ | 1.310 | \$ | 1.159 | \$ | 0.945 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 556 | 703 | 763 | 834 | 937 | 941 | 1,139 |  | 1,431 |  | 677 |  | 786 |


| HIMCO VIT Index Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.053 | \$ 8.214 | \$ 8.230 | \$ 7.600 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$10.857 | \$ 9.053 | \$ 8.214 | \$ 8.230 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | - | - | - | - |  | - |  | - |  | - |  | - |  | - |  | - |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.053 | \$ 8.214 | \$ 7.600 | \$ | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$10.857 | \$ 9.053 | \$ 8.214 | \$ - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 10,115 | 10,952 | 12,248 | - |  | - |  | - |  | - |  | - |  | - |  | - |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.816 | \$ 8.012 | \$ 8.039 | \$ 7.426 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$10.558 | \$ 8.816 | \$ 8.012 | \$ 8.039 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 277 | 300 | 333 | 345 |  | - |  | - |  | - |  | - |  | - |  | - |
| Invesco V.I. Government Money Market Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.575 | \$ 9.686 | \$ 9.807 | \$ 9.929 |  | 9.985 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$ 9.509 | \$ 9.575 | \$ 9.686 | \$ 9.807 |  | 9.929 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,535 | 2,309 | 1,205 | 1,019 |  | 701 |  | - |  | - |  | - |  | - |  | - |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.523 | \$ 9.648 | \$ 9.783 | \$ 9.920 |  | 9.983 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$ 9.444 | \$ 9.523 | \$ 9.648 | \$ 9.783 |  | 9.920 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 29 | 34 | 17 | 20 |  | - |  | - |  | - |  | - |  | - |  | - |

## The Director IV

| Sub-Account | 2017 | 2016 | 2015 | 2014 | As of December 31, |  |  | 2010 | 2009 | 2008 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2013 | 2012 | 2011 |  |  |  |
| Hartford Balanced HLS Fund |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 7.942 | \$ 7.584 | \$ 7.666 | \$ 7.070 | \$ 5.907 | \$ 5.340 | \$ 5.308 | \$ 4.793 | \$ 3.725 | \$ 5.518 |
| Accumulation Unit Value at end of period | \$ 9.066 | \$ 7.942 | \$ 7.584 | \$ 7.666 | \$ 7.070 | \$ 5.907 | \$ 5.340 | \$ 5.308 | \$ 4.793 | \$ 3.725 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 56,241 | 63,903 | 73,775 | 84,740 | $\begin{array}{r} 101,14 \\ 9 \end{array}$ | $\begin{array}{r} 120,55 \\ 2 \end{array}$ | $\begin{array}{r} 143,05 \\ 6 \end{array}$ | 170,323 | 197,285 | 241,891 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 7.735 | \$ 7.397 | \$ 7.488 | \$ 6.916 | \$ 5.788 | \$ 5.239 | \$ 5.216 | \$ 4.717 | \$ 3.672 | \$ 5.447 |
| Accumulation Unit Value at end of period | \$ 8.816 | \$ 7.735 | \$ 7.397 | \$ 7.488 | \$ 6.916 | \$ 5.788 | \$ 5.239 | \$ 5.216 | \$ 4.717 | \$ 3.672 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,011 | 1,226 | 1,344 | 1,555 | 1,785 | 2,051 | 2,376 | 2,744 | 3,221 | 4,077 |
| Hartford Capital Appreciation HLS Fund |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$21.142 | \$20.288 | \$20.336 | \$19.190 | \$13.971 | \$11.955 | \$13.664 | \$ 11.876 | \$ 8.255 | \$ 15.365 |
| Accumulation Unit Value at end of period | \$25.502 | \$21.142 | \$20.288 | \$20.336 | \$19.190 | \$13.971 | \$11.955 | \$ 13.664 | \$ 11.876 | \$ 8.255 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 31,278 | 34,880 | 40,151 | 45,768 | 53,177 | 63,564 | 75,582 | 89,112 | 104,310 | 123,013 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$20.589 | \$19.787 | \$19.864 | \$18.772 | \$13.688 | \$11.730 | \$13.427 | \$ 11.687 | \$ 8.136 | \$ 15.166 |
| Accumulation Unit Value at end of period | \$24.798 | \$20.589 | \$19.787 | \$19.864 | \$18.772 | \$13.688 | \$11.730 | \$ 13.427 | \$ 11.687 | \$ 8.136 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 549 | 653 | 737 | 850 | 991 | 1,152 | 1,343 | 1,613 | 1,965 | 2,477 |

As of December 31,

| Sub-Account | As of December 31, |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |  | 2009 |  | 2008 |  |
| Hartford Disciplined Equity HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.599 | \$ 2.489 | \$ 2.359 | \$ 2.056 | \$ 1.533 | \$ 1.320 | \$ 1.321 | \$ | 1.173 | \$ | 0.945 | \$ | 1.526 |
| Accumulation Unit Value at end of period | \$ 3.130 | \$ 2.599 | \$ 2.489 | \$ 2.359 | \$ 2.056 | \$ 1.533 | \$ 1.320 | \$ | 1.321 | \$ | 1.173 | \$ | 0.945 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 8,881 | 9,740 | 10,609 | 11,467 | 13,200 | 15,860 | 18,279 |  | 21,772 |  | 27,154 |  | 35,092 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.532 | \$ 2.427 | \$ 2.304 | \$ 2.011 | \$ 1.502 | \$ 1.295 | \$ 1.298 | \$ | 1.154 | \$ | 0.932 | \$ | 1.506 |
| Accumulation Unit Value at end of period | \$ 3.043 | \$ 2.532 | \$ 2.427 | \$ 2.304 | \$ 2.011 | \$ 1.502 | \$ 1.295 | \$ | 1.298 | \$ | 1.154 | \$ | 0.932 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 502 | 610 | 696 | 730 | 878 | 981 | 1,054 |  | 1,208 |  | 1,427 |  | 1,817 |

## Hartford Dividend and Growth HLS Fund <br> Without Any Optional Benefits

Accumulation Unit Value at beginning of period $\begin{array}{lllllllllllllllllll} & \$ 6.937 & \$ 6.114 & \$ 6.263 & \$ 5.614 & \$ 4.309 & \$ 3.841 & \$ 3.839 & \$ & 3.434 & \$ & 2.789 & \$ & 4.179\end{array}$ Accumulation Unit Value at end of period $\quad \begin{array}{llllllllllllll} & \$ 8.108 & \$ 6.937 & \$ 6.114 & \$ 6.263 & \$ 5.614 & \$ 4.309 & \$ 3.841 & \$ & 3.839 & \$ & 3.434 & \$ & 2.789\end{array}$ Number of Accumulation Units outstanding at $\begin{array}{lllllllllllllllllllll}\text { end of period (in thousands) } & 36,929 & 41,641 & 47,265 & 54,733 & 64,386 & 77,460 & 92,546 & 107,093 & 125,523 & 153,361\end{array}$
With Optional Death Benefit

Accumulation Unit Value at beginning of period $\begin{array}{lllllllllllllllllll} & \$ 6.755 & \$ 5.963 & \$ 6.118 & \$ 5.492 & \$ 4.222 & \$ 3.769 & \$ 3.773 & \$ & 3.379 & \$ & 2.749 & \$ & 4.126\end{array}$ Accumulation Unit Value at end of period $\quad$|  | $\$ 7.884$ | $\$ 6.755$ | $\$ 5.963$ | $\$ 6.118$ | $\$ 5.492$ | $\$ 4.222$ | $\$ 3.769$ | $\$$ | 3.773 | $\$$ | 3.379 | $\$$ | 2.749 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | Number of Accumulation Units outstanding at $\begin{array}{llllllllllll}\text { end of period (in thousands) } & 899 & 1,072 & 1,165 & 1,390 & 1,593 & 1,721 & 1,910 & 2,252 & 2,607 & 3,251\end{array}$

## Hartford Global Growth HLS Fund <br> Without Any Optional Benefits

Accumulation Unit Value at beginning of period $\begin{array}{lllllllllllllllllllll} & \$ 2.926 & \$ 2.906 & \$ 2.724 & \$ 2.582 & \$ 1.919 & \$ 1.574 & \$ 1.851 & \$ & 1.641 & \$ & 1.225 & \$ & 2.609\end{array}$

| Accumulation Unit Value at end of period |  | $\$ 3.835$ | $\$ 2.926$ | $\$ 2.906$ | $\$ 2.724$ | $\$ 2.582$ | $\$ 1.919$ | $\$ 1.574$ | $\$$ | 1.851 | $\$$ | 1.641 | $\$$ | 1.225 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

Number of Accumulation Units outstanding at end of period (in thousands)

| 10,812 | 11,248 | 13,483 | 14,562 | 13,504 | 16,371 | 19,224 | 22,865 | 27,017 | 33,382 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

## With Optional Death Benefit

| Accumulation Unit Value at beginning of period | $\$ 2.849$ | $\$ 2.834$ | $\$ 2.660$ | $\$ 2.526$ | $\$ 1.880$ | $\$ 1.545$ | $\$ 1.819$ | $\$$ | 1.615 | $\$$ | 1.207 | $\$$ | 2.575 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Accumulation Unit Value at end of period | $\$ 3.729$ | $\$ 2.849$ | $\$ 2.834$ | $\$ 2.660$ | $\$ 2.526$ | $\$ 1.880$ | $\$ 1.545$ | $\$$ | 1.819 | $\$$ | 1.615 | $\$$ | 1.207 |
| Number of Accumulation Units outstanding at <br> end of period (in thousands) | 371 | 433 | 557 | 593 | 578 | 857 | 907 | 1,082 | 1,236 | 1,430 |  |  |  |

## Hartford Growth Opportunities HLS Fund <br> Without Any Optional Benefits

Accumulation Unit Value at beginning of period $\begin{array}{llllllllllllllllll} & \$ 3.028 & \$ 3.081 & \$ 2.792 & \$ 2.477 & \$ 1.848 & \$ 1.475 & \$ 1.639 & \$ & 1.411 & \$ & 1.103 & \$ & 2.055\end{array}$

Number of Accumulation Units outstanding at end of period (in thousands)
$\begin{array}{llllllllll}12,202 & 13,010 & 15,880 & 16,753 & 11,996 & 14,175 & 16,188 & 18,469 & 22,841 & 28,777\end{array}$
With Optional Death Benefit
 Accumulation Unit Value at end of period $\quad \begin{array}{llllllllllllll}\$ 3.810 & \$ 2.962 & \$ 3.018 & \$ 2.739 & \$ 2.434 & \$ 1.818 & \$ 1.453 & \$ & 1.617 & \$ & 1.395 & \$ & 1.092\end{array}$
Number of Accumulation Units outstanding at end of period (in thousands)
$\begin{array}{lllllll}353 & 422 & 500 & 534 & 418 & 399 & 340\end{array}$
$361 \quad 401$
541

## Hartford Healthcare HLS Fund <br> Without Any Optional Benefits



Number of Accumulation Units outstanding at end of period (in thousands)

| 2,927 | 3,258 | 3,601 | 4,094 | 4,885 | 5,770 | 7,059 | 8,756 | 11,085 | 14,282 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

## With Optional Death Benefit

Accumulation Unit Value at beginning of period $\begin{array}{lllllllllllllllllll} & \$ 5.058 & \$ 5.599 & \$ 5.016 & \$ 3.993 & \$ 2.666 & \$ 2.242 & \$ 2.094 & \$ & 1.983 & \$ & 1.639 & \$ & 2.233\end{array}$
Accumulation Unit Value at end of period

| $\$ 6.098$ | $\$ 5.058$ | $\$ 5.599$ | $\$ 5.016$ | $\$ 3.993$ | $\$ 2.666$ | $\$ 2.242$ | $\$$ | 2.094 | $\$$ | 1.983 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |


| Sub-Account | 2017 | 2016 | 2015 | 2014 | As of December 31, |  |  | 2010 | 2009 | 2008 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2013 | 2012 | 2011 |  |  |  |  |
| Number of Accumulation Units outstanding at end of period (in thousands) | 193 | 219 | 244 | 253 | 322 | 356 | 412 | 526 | 622 |  | 731 |
| Hartford High Yield HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.409 | \$ 2.135 | \$ 2.259 | \$ 2.230 | \$ 2.122 | \$ 1.879 | \$ 1.818 | \$ 1.585 | \$ 1.066 | \$ | 1.444 |
| Accumulation Unit Value at end of period | \$ 2.560 | \$ 2.409 | \$ 2.135 | \$ 2.259 | \$ 2.230 | \$ 2.122 | \$ 1.879 | \$ 1.818 | \$ 1.585 | \$ | 1.066 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 8,258 | 9,394 | 10,124 | 12,333 | 15,397 | 19,588 | 21,503 | 24,597 | 27,105 |  | 27,028 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.346 | \$ 2.082 | \$ 2.207 | \$ 2.181 | \$ 2.079 | \$ 1.844 | \$ 1.786 | \$ 1.559 | \$ 1.051 | \$ | 1.426 |
| Accumulation Unit Value at end of period | \$ 2.489 | \$ 2.346 | \$ 2.082 | \$ 2.207 | \$ 2.181 | \$ 2.079 | \$ 1.844 | \$ 1.786 | \$ 1.559 | \$ | 1.051 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 400 | 718 | 779 | 875 | 953 | 1,359 | 1,299 | 1,701 | 1,947 |  | 1,998 |
| Hartford International Opportunities HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.184 | \$ 3.184 | \$ 3.165 | \$ 3.334 | \$ 2.777 | \$ 2.339 | \$ 2.754 | \$ 2.435 | \$ 1.848 | \$ | 3.240 |
| Accumulation Unit Value at end of period | \$ 3.938 | \$ 3.184 | \$ 3.184 | \$ 3.165 | \$ 3.334 | \$ 2.777 | \$ 2.339 | \$ 2.754 | \$ 2.435 | \$ | 1.848 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 24,376 | 26,999 | 30,796 | 34,979 | 40,589 | 48,599 | 58,160 | 69,189 | 61,299 |  | 72,228 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.101 | \$ 3.105 | \$ 3.091 | \$ 3.261 | \$ 2.721 | \$ 2.295 | \$ 2.706 | \$ 2.397 | \$ 1.821 | \$ | 3.198 |
| Accumulation Unit Value at end of period | \$ 3.830 | \$ 3.101 | \$ 3.105 | \$ 3.091 | \$ 3.261 | \$ 2.721 | \$ 2.295 | \$ 2.706 | \$ 2.397 | \$ | 1.821 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 655 | 787 | 890 | 881 | 935 | 1,095 | 1,225 | 1,519 | 1,178 |  | 1,426 |
| Hartford MidCap HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.468 | \$ 7.658 | \$ 7.632 | \$ 6.939 | \$ 5.025 | \$ 4.260 | \$ 4.685 | \$ 3.843 | \$ 2.971 | \$ | 4.652 |
| Accumulation Unit Value at end of period | \$10.409 | \$ 8.468 | \$ 7.658 | \$ 7.632 | \$ 6.939 | \$ 5.025 | \$ 4.260 | \$ 4.685 | \$ 3.843 | \$ | 2.971 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 13,482 | 15,367 | 17,471 | 19,917 | 23,242 | 27,663 | 32,992 | 39,419 | 46,546 |  | 56,500 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.247 | \$ 7.468 | \$ 7.455 | \$ 6.788 | \$ 4.923 | \$ 4.180 | \$ 4.603 | \$ 3.782 | \$ 2.928 | \$ | 4.592 |
| Accumulation Unit Value at end of period | \$10.122 | \$ 8.247 | \$ 7.468 | \$ 7.455 | \$ 6.788 | \$ 4.923 | \$ 4.180 | \$ 4.603 | \$ 3.782 | \$ | 2.928 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 513 | 568 | 642 | 743 | 897 | 1,033 | 1,246 | 1,533 | 1,891 |  | 2,410 |
| Hartford MidCap Value HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.148 | \$ 2.825 | \$ 2.896 | \$ 2.710 | \$ 2.037 | \$ 1.650 | \$ 1.828 | \$ 1.484 | \$ 1.042 | \$ | 1.766 |
| Accumulation Unit Value at end of period | \$ 3.527 | \$ 3.148 | \$ 2.825 | \$ 2.896 | \$ 2.710 | \$ 2.037 | \$ 1.650 | \$ 1.828 | \$ 1.484 | \$ | 1.042 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 12,116 | 13,740 | 15,465 | 17,387 | 19,824 | 22,833 | 26,734 | 31,726 | 33,445 |  | 44,174 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.074 | \$ 2.764 | \$ 2.837 | \$ 2.658 | \$ 2.001 | \$ 1.624 | \$ 1.801 | \$ 1.465 | \$ 1.031 | \$ | 1.748 |
| Accumulation Unit Value at end of period | \$ 3.440 | \$ 3.074 | \$ 2.764 | \$ 2.837 | \$ 2.658 | \$ 2.001 | \$ 1.624 | \$ 1.801 | \$ 1.465 | \$ | 1.031 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 416 | 455 | 483 | 632 | 738 | 839 | 901 | 1,048 | 1,168 |  | 1,561 |




|  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Sub-Account |

## The Director V

| Sub-Account | As of December 31, |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 |  | 008 |
| Hartford Balanced HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 7.942 | \$ 7.584 | \$ 7.666 | \$ 7.070 | \$ 5.907 | \$ 5.340 | \$ 5.308 | \$ 4.793 | \$ 3.725 | \$ | 5.518 |
| Accumulation Unit Value at end of period | \$ 9.066 | \$ 7.942 | \$ 7.584 | \$ 7.666 | \$ 7.070 | \$ 5.907 | \$ 5.340 | \$ 5.308 | \$ 4.793 | \$ | 3.725 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 56,241 | 63,903 | 73,775 | 84,740 | $\begin{array}{r} 101,14 \\ 9 \end{array}$ | $\begin{array}{r} 120,55 \\ 2 \end{array}$ | $\begin{array}{r} 143,05 \\ 6 \end{array}$ | 170,323 | 197,285 |  | 241,891 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 7.735 | \$ 7.397 | \$ 7.488 | \$ 6.916 | \$ 5.788 | \$ 5.239 | \$ 5.216 | \$ 4.717 | \$ 3.672 | \$ | 5.447 |
| Accumulation Unit Value at end of period | \$ 8.816 | \$ 7.735 | \$ 7.397 | \$ 7.488 | \$ 6.916 | \$ 5.788 | \$ 5.239 | \$ 5.216 | \$ 4.717 | \$ | 3.672 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,011 | 1,226 | 1,344 | 1,555 | 1,785 | 2,051 | 2,376 | 2,744 | 3,221 |  | 4,077 |
| Hartford Capital Appreciation HLS Fund |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$21.142 | \$20.288 | \$20.336 | \$19.190 | \$13.971 | \$11.955 | \$13.664 | \$ 11.876 | \$ 8.255 | \$ | 15.365 |
| Accumulation Unit Value at end of period | \$25.502 | \$21.142 | \$20.288 | \$20.336 | \$19.190 | \$13.971 | \$11.955 | \$ 13.664 | \$ 11.876 | \$ | 8.255 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 31,278 | 34,880 | 40,151 | 45,768 | 53,177 | 63,564 | 75,582 | 89,112 | 104,310 |  | 123,013 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$20.589 | \$19.787 | \$19.864 | \$18.772 | \$13.688 | \$11.730 | \$13.427 | \$ 11.687 | \$ 8.136 | \$ | 15.166 |
| Accumulation Unit Value at end of period | \$24.798 | \$20.589 | \$19.787 | \$19.864 | \$18.772 | \$13.688 | \$11.730 | \$ 13.427 | \$ 11.687 | \$ | 8.136 |


| Sub-Account | As of December 31, |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 | 2008 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 549 | 653 | 737 | 850 | 991 | 1,152 | 1,343 | 1,613 | 1,965 | 2,477 |
| Hartford Disciplined Equity HLS Fund |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.599 | \$ 2.489 | \$ 2.359 | \$ 2.056 | \$ 1.533 | \$ 1.320 | \$ 1.321 | \$ 1.173 | \$ 0.945 | \$ 1.526 |
| Accumulation Unit Value at end of period | \$ 3.130 | \$ 2.599 | \$ 2.489 | \$ 2.359 | \$ 2.056 | \$ 1.533 | \$ 1.320 | \$ 1.321 | \$ 1.173 | \$ 0.945 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 8,881 | 9,740 | 10,609 | 11,467 | 13,200 | 15,860 | 18,279 | 21,772 | 27,154 | 35,092 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.532 | \$ 2.427 | \$ 2.304 | \$ 2.011 | \$ 1.502 | \$ 1.295 | \$ 1.298 | \$ 1.154 | \$ 0.932 | \$ 1.506 |
| Accumulation Unit Value at end of period | \$ 3.043 | \$ 2.532 | \$ 2.427 | \$ 2.304 | \$ 2.011 | \$ 1.502 | \$ 1.295 | \$ 1.298 | \$ 1.154 | \$ 0.932 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 502 | 610 | 696 | 730 | 878 | 981 | 1,054 | 1,208 | 1,427 | 1,817 |
| Hartford Dividend and Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 6.937 | \$ 6.114 | \$ 6.263 | \$ 5.614 | \$ 4.309 | \$ 3.841 | \$ 3.839 | \$ 3.434 | \$ 2.789 | \$ 4.179 |
| Accumulation Unit Value at end of period | \$ 8.108 | \$ 6.937 | \$ 6.114 | \$ 6.263 | \$ 5.614 | \$ 4.309 | \$ 3.841 | \$ 3.839 | \$ 3.434 | \$ 2.789 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 36,929 | 41,641 | 47,265 | 54,733 | 64,386 | 77,460 | 92,546 | 107,093 | 125,523 | 153,361 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 6.755 | \$ 5.963 | \$ 6.118 | \$ 5.492 | \$ 4.222 | \$ 3.769 | \$ 3.773 | \$ 3.379 | \$ 2.749 | \$ 4.126 |
| Accumulation Unit Value at end of period | \$ 7.884 | \$ 6.755 | \$ 5.963 | \$ 6.118 | \$ 5.492 | \$ 4.222 | \$ 3.769 | \$ 3.773 | \$ 3.379 | \$ 2.749 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 899 | 1,072 | 1,165 | 1,390 | 1,593 | 1,721 | 1,910 | 2,252 | 2,607 | 3,251 |

As of December 31,

| Sub-Account | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |  | 2009 |  | 2008 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Hartford Global Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.926 | \$ 2.906 | \$ 2.724 | \$ 2.582 | \$ 1.919 | \$ 1.574 | \$ 1.851 | \$ | 1.641 | \$ | 1.225 | \$ | 2.609 |
| Accumulation Unit Value at end of period | \$ 3.835 | \$ 2.926 | \$ 2.906 | \$ 2.724 | \$ 2.582 | \$ 1.919 | \$ 1.574 | \$ | 1.851 | \$ | 1.641 | \$ | 1.225 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 10,812 | 11,248 | 13,483 | 14,562 | 13,504 | 16,371 | 19,224 |  | 22,865 |  | 27,017 |  | 33,382 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.849 | \$ 2.834 | \$ 2.660 | \$ 2.526 | \$ 1.880 | \$ 1.545 | \$ 1.819 | \$ | 1.615 | \$ | 1.207 | \$ | 2.575 |
| Accumulation Unit Value at end of period | \$ 3.729 | \$ 2.849 | \$ 2.834 | \$ 2.660 | \$ 2.526 | \$ 1.880 | \$ 1.545 | \$ | 1.819 | \$ | 1.615 | \$ | 1.207 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 371 | 433 | 557 | 593 | 578 | 857 | 907 |  | 1,082 |  | 1,236 |  | 1,430 |

## Hartford Growth Opportunities HLS Fund Without Any Optional Benefits

 Accumulation Unit Value at end of period $\quad \begin{array}{lllllllllllllll} & \$ 3.901 & \$ 3.028 & \$ 3.081 & \$ 2.792 & \$ 2.477 & \$ 1.848 & \$ 1.475 & \$ & 1.639 & \$ & 1.411 & \$ & 1.103\end{array}$ Number of Accumulation Units outstanding at $\begin{array}{llllllllllll}\text { end of period (in thousands) } & 12,202 & 13,010 & 15,880 & 16,753 & 11,996 & 14,175 & 16,188 & 18,469 & 22,841 & 28,777\end{array}$

## With Optional Death Benefit




Number of Accumulation Units outstanding at $\begin{array}{lllllllllllll}\text { end of period (in thousands) } & 353 & 422 & 500 & 534 & 418 & 399 & 340 & 361 & 401 & 541\end{array}$

## Hartford Healthcare HLS Fund

## Without Any Optional Benefits



| Accumulation Unit Value at end of period |  | $\$ 6.262$ | $\$ 5.186$ | $\$ 5.732$ | $\$ 5.127$ | $\$ 4.075$ | $\$ 2.718$ | $\$ 2.281$ | $\$$ | 2.128 | $\$$ | 2.012 | $\$$ | 1.660 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

Number of Accumulation Units outstanding at | end of period (in thousands) | 2,927 | 3,258 | 3,601 | 4,094 | 4,885 | 5,770 | 7,059 | 8,756 | 11,085 | 14,282 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

## With Optional Death Benefit

 Accumulation Unit Value at end of period $\quad \begin{array}{llllllllllllllllllllllllll} & \$ 6.098 & \$ 5.058 & \$ 5.599 & \$ 5.016 & \$ 3.993 & \$ 2.666 & \$ 2.242 & \$ & 2.094 & \$ & 1.983 & \$ & 1.639\end{array}$ Number of Accumulation Units outstanding at $\begin{array}{llllllllllll}\text { end of period (in thousands) } & 193 & 219 & 244 & 253 & 322 & 356 & 412 & 526 & 622 & 731\end{array}$

## Hartford High Yield HLS Fund <br> Without Any Optional Benefits

 $\begin{array}{lllllllllllllll}\text { Accumulation Unit Value at end of period } & \$ 2.560 & \$ 2.409 & \$ 2.135 & \$ 2.259 & \$ 2.230 & \$ 2.122 & \$ 1.879 & \$ & 1.818 & \$ & 1.585 & \$ & 1.066\end{array}$
Number of Accumulation Units outstanding at $\begin{array}{lllllllllllllllllllll}\text { end of period (in thousands) } & 8,258 & 9,394 & 10,124 & 12,333 & 15,397 & 19,588 & 21,503 & 24,597 & 27,105 & 27,028\end{array}$

| With Optional Death Benefit <br> Accumulation Unit Value at beginning of period | $\$ 2.346$ | $\$ 2.082$ | $\$ 2.207$ | $\$ 2.181$ | $\$ 2.079$ | $\$ 1.844$ | $\$ 1.786$ | $\$$ | 1.559 | $\$$ | 1.051 | $\$$ | 1.426 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Accumulation Unit Value at end of period | $\$ 2.489$ | $\$ 2.346$ | $\$ 2.082$ | $\$ 2.207$ | $\$ 2.181$ | $\$ 2.079$ | $\$ 1.844$ | $\$$ | 1.786 | $\$$ | 1.559 | $\$$ | 1.051 |
| Number of Accumulation Units outstanding at <br> end of period (in thousands) | 400 | 718 | 779 | 875 | 953 | 1,359 | 1,299 | 1,701 | 1,947 | 1,998 |  |  |  |

## Hartford International Opportunities HLS Fund Without Any Optional Benefits

 Accumulation Unit Value at end of period $\quad \begin{array}{lllllllllllllllllllllllll} & \$ 3.938 & \$ 3.184 & \$ 3.184 & \$ 3.165 & \$ 3.334 & \$ 2.777 & \$ 2.339 & \$ & 2.754 & \$ & 2.435 & \$ & 1.848\end{array}$ Number of Accumulation Units outstanding at end of period (in thousands)

| 24,376 | 26,999 | 30,796 | 34,979 | 40,589 | 48,599 | 58,160 | 69,189 | 61,299 | 72,228 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |


| With Optional Death Benefit <br> Accumulation Unit Value at beginning of period | $\$ 3.101$ | $\$ 3.105$ | $\$ 3.091$ | $\$ 3.261$ | $\$ 2.721$ | $\$ 2.295$ | $\$ 2.706$ | $\$$ | 2.397 | $\$$ | 1.821 | $\$$ | 3.198 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | :--- |
| Accumulation Unit Value at end of period | $\$ 3.830$ | $\$ 3.101$ | $\$ 3.105$ | $\$ 3.091$ | $\$ 3.261$ | $\$ 2.721$ | $\$ 2.295$ | $\$$ | 2.706 | $\$$ | 2.397 | $\$$ | 1.821 |
| Number of Accumulation Units outstanding at <br> end of period (in thousands) | 655 | 787 | 890 | 881 | 935 | 1,095 | 1,225 | 1,519 | 1,178 | 1,426 |  |  |  |


| Sub-Account | 2017 | 2016 | 2015 | 2014 | As of December 31, |  |  | 2010 |  | 2009 |  | 2008 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2013 | 2012 | 2011 |  |  |  |  |  |  |
| Hartford MidCap HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.468 | \$ 7.658 | \$ 7.632 | \$ 6.939 | \$ 5.025 | \$ 4.260 | \$ 4.685 | \$ | 3.843 | \$ | 2.971 | \$ | 4.652 |
| Accumulation Unit Value at end of period | \$10.409 | \$ 8.468 | \$ 7.658 | \$ 7.632 | \$ 6.939 | \$ 5.025 | \$ 4.260 | \$ | 4.685 | \$ | 3.843 | \$ | 2.971 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 13,482 | 15,367 | 17,471 | 19,917 | 23,242 | 27,663 | 32,992 |  | 39,419 |  | 46,546 |  | 56,500 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.247 | \$ 7.468 | \$ 7.455 | \$ 6.788 | \$ 4.923 | \$ 4.180 | \$ 4.603 | \$ | 3.782 | \$ | 2.928 | \$ | 4.592 |
| Accumulation Unit Value at end of period | \$10.122 | \$ 8.247 | \$ 7.468 | \$ 7.455 | \$ 6.788 | \$ 4.923 | \$ 4.180 | \$ | 4.603 | \$ | 3.782 | \$ | 2.928 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 513 | 568 | 642 | 743 | 897 | 1,033 | 1,246 |  | 1,533 |  | 1,891 |  | 2,410 |
| Hartford MidCap Value HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.148 | \$ 2.825 | \$ 2.896 | \$ 2.710 | \$ 2.037 | \$ 1.650 | \$ 1.828 | \$ | 1.484 | \$ | 1.042 | \$ | 1.766 |
| Accumulation Unit Value at end of period | \$ 3.527 | \$ 3.148 | \$ 2.825 | \$ 2.896 | \$ 2.710 | \$ 2.037 | \$ 1.650 | \$ | 1.828 | \$ | 1.484 | \$ | 1.042 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 12,116 | 13,740 | 15,465 | 17,387 | 19,824 | 22,833 | 26,734 |  | 31,726 |  | 33,445 |  | 44,174 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.074 | \$ 2.764 | \$ 2.837 | \$ 2.658 | \$ 2.001 | \$ 1.624 | \$ 1.801 | \$ | 1.465 | \$ | 1.031 | \$ | 1.748 |
| Accumulation Unit Value at end of period | \$ 3.440 | \$ 3.074 | \$ 2.764 | \$ 2.837 | \$ 2.658 | \$ 2.001 | \$ 1.624 | \$ | 1.801 | \$ | 1.465 | \$ | 1.031 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 416 | 455 | 483 | 632 | 738 | 839 | 901 |  | 1,048 |  | 1,168 |  | 1,561 |
| Hartford Small Cap Growth HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.917 | \$ 2.628 | \$ 2.676 | \$ 2.560 | \$ 1.790 | \$ 1.544 | \$ 1.541 | \$ | 1.143 | \$ | 0.855 | \$ | 1.383 |
| Accumulation Unit Value at end of period | \$ 3.459 | \$ 2.917 | \$ 2.628 | \$ 2.676 | \$ 2.560 | \$ 1.790 | \$ 1.544 | \$ | 1.541 | \$ | 1.143 | \$ | 0.855 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 4,970 | 5,372 | 5,986 | 7,144 | 8,976 | 9,211 | 11,762 |  | 13,521 |  | 17,037 |  | 16,071 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.853 | \$ 2.575 | \$ 2.626 | \$ 2.516 | \$ 1.761 | \$ 1.521 | \$ 1.521 | \$ | 1.130 | \$ | 0.846 | \$ | 1.371 |
| Accumulation Unit Value at end of period | \$ 3.379 | \$ 2.853 | \$ 2.575 | \$ 2.626 | \$ 2.516 | \$ 1.761 | \$ 1.521 | \$ | 1.521 | \$ | 1.130 | \$ | 0.846 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 178 | 202 | 233 | 289 | 352 | 438 | 434 |  | 517 |  | 626 |  | 615 |
| Hartford Small Company HLS Fund Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 4.003 | \$ 3.972 | \$ 4.382 | \$ 4.144 | \$ 2.907 | \$ 2.545 | \$ 2.667 | \$ | 2.175 | \$ | 1.704 | \$ | 2.905 |
| Accumulation Unit Value at end of period | \$ 4.996 | \$ 4.003 | \$ 3.972 | \$ 4.382 | \$ 4.144 | \$ 2.907 | \$ 2.545 | \$ | 2.667 | \$ | 2.175 | \$ | 1.704 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 10,920 | 11,757 | 13,459 | 15,124 | 17,509 | 21,338 | 25,306 |  | 29,587 |  | 35,218 |  | 42,419 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 3.899 | \$ 3.874 | \$ 4.281 | \$ 4.054 | \$ 2.848 | \$ 2.497 | \$ 2.621 | \$ | 2.141 | \$ | 1.679 | \$ | 2.867 |
| Accumulation Unit Value at end of period | \$ 4.858 | \$ 3.899 | \$ 3.874 | \$ 4.281 | \$ 4.054 | \$ 2.848 | \$ 2.497 | \$ | 2.621 | \$ | 2.141 | \$ | 1.679 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 366 | 392 | 460 | 503 | 578 | 723 | 818 |  | 970 |  | 1,170 |  | 1,530 |
| Hartford Small/Mid Cap Equity HLS Fund Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$17.812 | \$15.483 | \$16.457 | \$15.837 | \$11.662 | \$10.191 | \$10.437 | \$ | 8.399 | \$ | 5.751 |  | 10.251 |
| Accumulation Unit Value at end of period | \$20.128 | \$17.812 | \$15.483 | \$16.457 | \$15.837 | \$11.662 | \$10.191 | \$ | 10.437 | \$ | 8.399 | \$ | 5.751 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 488 | 656 | 494 | 552 | 683 | 737 | 919 |  | 1,169 |  | 1,568 |  | 289 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$17.577 | \$15.302 | \$16.289 | \$15.699 | \$11.577 | \$10.132 | \$10.393 | \$ | 8.376 | \$ | 5.744 |  | 10.249 |
| Accumulation Unit Value at end of period | \$19.833 | \$17.577 | \$15.302 | \$16.289 | \$15.699 | \$11.577 | \$10.132 | \$ | 10.393 | \$ | 8.376 | \$ | 5.744 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 19 | 19 | 20 | 21 | 27 | 21 | 26 |  | 37 |  | 25 |  | 6 |

As of December 31,

| Sub-Account | As of December 31, |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |  | 2009 |  | 2008 |  |
| Hartford Stock HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$10.678 | \$10.066 | \$ 9.921 | \$ 9.025 | \$ 6.910 | \$ 6.117 | \$ 6.263 | \$ | 5.524 | \$ | 3.952 | \$ | 7.036 |
| Accumulation Unit Value at end of period | \$12.639 | \$10.678 | \$10.066 | \$ 9.921 | \$ 9.025 | \$ 6.910 | \$ 6.117 | \$ | 6.263 | \$ | 5.524 | \$ | 3.952 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 25,686 | 28,999 | 32,555 | 36,776 | 43,503 | 51,448 | 60,616 |  | 71,316 |  | 84,815 |  | 3,169 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$10.399 | \$ 9.818 | \$ 9.690 | \$ 8.829 | \$ 6.770 | \$ 6.002 | \$ 6.154 | \$ | 5.436 | \$ | 3.895 | \$ | 6.946 |
| Accumulation Unit Value at end of period | \$12.290 | \$10.399 | \$ 9.818 | \$ 9.690 | \$ 8.829 | \$ 6.770 | \$ 6.002 | \$ | 6.154 | \$ | 5.436 | \$ | 3.895 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 559 | 612 | 708 | 798 | 931 | 1,025 | 1,231 |  | 1,437 |  | 1,709 |  | 2,146 |


| Hartford Total Return Bond HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 4.279 | \$ 4.147 | \$ 4.224 | \$ 4.039 | \$ 4.146 | \$ 3.904 | \$ 3.695 | \$ | 3.480 | \$ | 3.064 | \$ | 3.358 |
| Accumulation Unit Value at end of period | \$ 4.444 | \$ 4.279 | \$ 4.147 | \$ 4.224 | \$ 4.039 | \$ 4.146 | \$ 3.904 | \$ | 3.695 | \$ | 3.480 | \$ | 3.064 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 24,847 | 27,078 | 30,761 | 35,536 | 41,394 | 52,669 | 60,468 |  | 69,740 |  | 77,958 |  | 85,112 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 4.167 | \$ 4.044 | \$ 4.125 | \$ 3.951 | \$ 4.062 | \$ 3.831 | \$ 3.631 | \$ | 3.425 | \$ | 3.020 | \$ | 3.315 |
| Accumulation Unit Value at end of period | \$ 4.321 | \$ 4.167 | \$ 4.044 | \$ 4.125 | \$ 3.951 | \$ 4.062 | \$ 3.831 | \$ | 3.631 | \$ | 3.425 | \$ | 3.020 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 827 | 918 | 1,011 | 1,176 | 1,334 | 1,779 | 1,988 |  | 2,382 |  | 2,571 |  | 2,876 |

## Hartford U.S. Government Securities HLS Fund Without Any Optional Benefits

| Accumulation Unit Value at beginning of period | $\$ 1.251$ | $\$ 1.247$ | $\$ 1.243$ | $\$ 1.224$ | $\$ 1.261$ | $\$ 1.231$ | $\$ 1.189$ | $\$$ | 1.160 | $\$$ | 1.136 | $\$$ | 1.158 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Accumulation Unit Value at end of period | $\$ 1.251$ | $\$ 1.251$ | $\$ 1.247$ | $\$ 1.243$ | $\$ 1.224$ | $\$ 1.261$ | $\$ 1.231$ | $\$$ | 1.189 | $\$$ | 1.160 | $\$$ | 1.136 |
| Number of Accumulation Units outstanding at <br> end of period (in thousands) | 25,151 | 28,019 | 31,669 | 35,616 | 42,640 | 54,228 | 63,613 | 75,317 | 86,272 | 110,104 |  |  |  |

With Optional Death Benefit

| Accumulation Unit Value at beginning of period | $\$ 1.223$ | $\$ 1.222$ | $\$ 1.220$ | $\$ 1.203$ | $\$ 1.241$ | $\$ 1.214$ | $\$ 1.174$ | $\$$ | 1.147 | $\$$ | 1.125 | $\$$ | 1.148 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Accumulation Unit Value at end of period | $\$ 1.222$ | $\$ 1.223$ | $\$ 1.222$ | $\$ 1.220$ | $\$ 1.203$ | $\$ 1.241$ | $\$ 1.214$ | $\$$ | 1.174 | $\$$ | 1.147 | $\$$ | 1.125 |
| Number of Accumulation Units outstanding at <br> end of period (in thousands) | 741 | 1,084 | 1,242 | 1,735 | 1,643 | 2,281 | 3,221 | 2,542 | 3,064 | 3,919 |  |  |  |


| Hartford Ultrashort Bond HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.910 | \$ 1.916 | \$ 1.938 | \$ 1.960 | \$ 1.985 | \$ 2.010 | \$ 2.035 | \$ | 2.060 | \$ | 2.085 | \$ | 2.067 |
| Accumulation Unit Value at end of period | \$ 1.906 | \$ 1.910 | \$ 1.916 | \$ 1.938 | \$ 1.960 | \$ 1.985 | \$ 2.010 | \$ | 2.035 | \$ | 2.060 | \$ | 2.085 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 14,560 | 16,471 | 18,714 | 21,823 | 30,278 | 37,059 | 47,022 |  | 54,713 |  | 74,733 |  | 36,002 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 1.860 | \$ 1.869 | \$ 1.893 | \$ 1.917 | \$ 1.944 | \$ 1.972 | \$ 2.000 | \$ | 2.028 | \$ | 2.055 | \$ | 2.040 |
| Accumulation Unit Value at end of period | \$ 1.853 | \$ 1.860 | \$ 1.869 | \$ 1.893 | \$ 1.917 | \$ 1.944 | \$ 1.972 | \$ | 2.000 | \$ | 2.028 | \$ | 2.055 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,487 | 1,581 | 1,621 | 1,689 | 1,727 | 1,185 | 1,434 |  | 1,667 |  | 1,830 |  | 3,567 |
| Hartford Value HLS Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.291 | \$ 2.040 | \$ 2.131 | \$ 1.938 | \$ 1.487 | \$ 1.287 | \$ 1.329 | \$ | 1.174 | \$ | 0.956 | \$ | 1.467 |
| Accumulation Unit Value at end of period | \$ 2.611 | \$ 2.291 | \$ 2.040 | \$ 2.131 | \$ 1.938 | \$ 1.487 | \$ 1.287 | \$ | 1.329 | \$ | 1.174 | \$ | 0.956 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 13,359 | 14,962 | 16,673 | 19,322 | 23,693 | 28,727 | 34,991 |  | 44,033 |  | 18,171 |  | 22,394 |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 2.237 | \$ 1.996 | \$ 2.088 | \$ 1.901 | \$ 1.461 | \$ 1.267 | \$ 1.310 | \$ | 1.159 | \$ | 0.945 | \$ | 1.453 |
| Accumulation Unit Value at end of period | \$ 2.547 | \$ 2.237 | \$ 1.996 | \$ 2.088 | \$ 1.901 | \$ 1.461 | \$ 1.267 | \$ | 1.310 | \$ | 1.159 | \$ | 0.945 |
| Number of Accumulation Units outstanding at end of period (in thousands) | 556 | 703 | 763 | 834 | 937 | 941 | 1,139 |  | 1,431 |  | 677 |  | 786 |


| Sub-Account | 2017 | 2016 | 2015 | 2014 | As of December 31, |  |  |  |  | 2010 | 2009 |  |  | 2008 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | 2013 | 2012 |  | 2011 |  |  |  |  |  |  |  |
| HIMCO VIT Index Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.053 | \$ 8.214 | \$ 8.230 | \$ 7.600 | \$ | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$10.857 | \$ 9.053 | \$ 8.214 | \$ 8.230 | \$ - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | - | - | - | - | - |  | - |  | - |  | - |  | - |  | - |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.053 | \$ 8.214 | \$ 7.600 | \$ | \$ - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$10.857 | \$ 9.053 | \$ 8.214 | \$ | \$ - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 10,115 | 10,952 | 12,248 | - | - |  | - |  | - |  | - |  | - |  | - |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 8.816 | \$ 8.012 | \$ 8.039 | \$ 7.426 | \$ - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$10.558 | \$ 8.816 | \$ 8.012 | \$ 8.039 | \$ - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 277 | 300 | 333 | 345 | - |  | - |  | - |  | - |  | - |  | - |
| Invesco V.I. Government Money Market Fund |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Without Any Optional Benefits |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.575 | \$ 9.686 | \$ 9.807 | \$ 9.929 | \$ 9.985 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$ 9.509 | \$ 9.575 | \$ 9.686 | \$ 9.807 | \$ 9.929 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 1,535 | 2,309 | 1,205 | 1,019 | 701 |  | - |  | - |  | - |  | - |  | - |
| With Optional Death Benefit |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accumulation Unit Value at beginning of period | \$ 9.523 | \$ 9.648 | \$ 9.783 | \$ 9.920 | \$ 9.983 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Accumulation Unit Value at end of period | \$ 9.444 | \$ 9.523 | \$ 9.648 | \$ 9.783 | \$ 9.920 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Number of Accumulation Units outstanding at end of period (in thousands) | 29 | 34 | 17 | 20 | - |  | - |  | - |  | - |  | - |  | - |

## Appendix X — Model Investment Options

(Percentage allocations apply to value in the Sub-Accounts)

## Applicable To The Following Product

- Director 5

As of May 2, 2016, the following models are available:

## Portfolio Planner Models

| Fund | Series $\mathbf{1 1 4 2}$ | Series $\mathbf{1 1 4 3}$ | Series 2102 | Series 3035 |
| :--- | ---: | ---: | ---: | ---: |
| Hartford Disciplined Equity HLS Fund | $5 \%$ | $6 \%$ | $8 \%$ | $9 \%$ |
| Hartford Dividend and Growth HLS Fund | $4 \%$ | $5 \%$ | $6 \%$ | $8 \%$ |
| Hartford Global Growth HLS Fund | $4 \%$ | $6 \%$ | $7 \%$ | $9 \%$ |
| Hartford Growth Opportunities HLS Fund | $6 \%$ | $8 \%$ | $10 \%$ | $11 \%$ |
| Hartford High Yield HLS Fund | $17 \%$ | $21 \%$ | $19 \%$ | $18 \%$ |
| Hartford International Opportunities HLS Fund | $5 \%$ | $7 \%$ | $9 \%$ | $11 \%$ |
| Hartford MidCap Value HLS Fund | $1 \%$ | $1 \%$ | $2 \%$ | $2 \%$ |
| Hartford Small Cap Growth HLS Fund | $2 \%$ | $3 \%$ | $3 \%$ | $4 \%$ |
| Hartford Small/Mid Cap Equity HLS Fund | $3 \%$ | $4 \%$ | $5 \%$ | $6 \%$ |
| Hartford Total Return Bond HLS Fund | $26 \%$ | $18 \%$ | $13 \%$ | $9 \%$ |
| Hartford U.S. Government Securities HLS Fund | $27 \%$ | $21 \%$ | $18 \%$ | $13 \%$ |
| Total | $\mathbf{1 0 0 \%}$ | $\mathbf{1 0 0 \%}$ | $\mathbf{1 0 0 \%}$ | $\mathbf{1 0 0 \%}$ |

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| Contract Name | Zip Code |
| Issue Date |  |

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