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Schwab OneSource Annuity[®] Prospectus

Detailed information about the
Schwab OneSource Annuity

For New York residents only

May 1, 2019

Issued by Great-West Life & Annuity
Insurance Company of New York



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Own your tomorrow[®]

SCHWAB ONESOURCE VARIABLE ANNUITY**A flexible premium variable annuity****Issued by****Great-West Life & Annuity Insurance Company of New York****Supplement dated July 15, 2020 to the Prospectus and
Statement of Additional Information ("SAI") dated May 1, 2019**

This Supplement amends certain information contained in the Prospectus and SAI dated May 1, 2019.

Effective immediately, the following funds have been renamed and all references to the old names in the Prospectus and SAI are hereby deleted and replaced with the new names:

<i><u>Old Name</u></i>	<i><u>New Name</u></i>
Federated Fund for U.S. Government Securities II	Federated Hermes Fund for U.S. Government Securities II
Janus Henderson Global Technology Portfolio	Janus Henderson Global Technology and Innovation Portfolio
Third Avenue Value Portfolio	Third Avenue FFI Strategies Portfolio
VanEck VIP Unconstrained Emerging Markets Bond Fund	VanEck VIP Emerging Markets Bond Fund

If you have any questions regarding this Supplement, please call the Retirement Resource Operations Center toll-free at (800) 838-0650, or write to the Retirement Resource Operations Center at P.O. Box 173920, Denver, CO 80217-3920.

This Supplement must be accompanied by, or read in conjunction with, the current Prospectus dated May 1, 2019.

Please read this Supplement carefully and retain it for future reference.

SCHWAB ONESOURCE ANNUITY®

**SUPPLEMENT dated December 16, 2019
to the Prospectus dated May 1, 2019
for the Variable Annuity-1 Series Account of
Great-West Life & Annuity Insurance Company of New York**

Effective December 31, 2019, annually updated prospectuses for the Schwab OneSource Annuity® (“Contract”) will no longer be prepared or delivered. However, existing contract owners (“Owners”) will continue to receive other types of information in order to remain apprised of their investments and other activity occurring under their Contract. This information may include the following:

1. Current prospectuses, annual and semi-annual reports, and other periodic reports or disclosure materials of the underlying Portfolios;
2. Confirmations of Owner transactions;
3. Audited financial statements of Great-West Life & Annuity Insurance Company of New York and the Variable Annuity-1 Series Account; and
4. An annual statement of the number of units and values in each Owner’s Annuity Account.

For information about your Contract, please contact the Retirement Resource Operating Center in writing at P.O. Box 173920, Denver, Colorado 80217-3920, or by phone at (800) 838-0650 (option #2).

This Supplement must be accompanied by or read in conjunction with the current Contract Prospectus, dated May 1, 2019, which can be accessed by logging into your Annuity Account at <https://schwabannuitycenter.greatwest.com/login/client>. Please keep this Supplement for future reference.

SCHWAB ONESOURCE VARIABLE ANNUITY

A flexible premium variable annuity

Issued by

Great-West Life & Annuity Insurance Company of New York

Supplement dated May 17, 2019 to the Prospectus and Statement of Additional Information (“SAI”) dated May 1, 2019

This Supplement amends certain information contained in the Prospectus and SAI dated May 1, 2019.

Oppenheimer Variable Account Funds Acquisition:

At a meeting held on January 11, 2019, the Board of Trustees of the Oppenheimer Variable Account Funds approved the reorganization of each Oppenheimer VA Fund into a corresponding, newly formed series (each, an “Acquiring Fund” and collectively, the “Acquiring Funds”) of AIM Variable Insurance Funds (Invesco Variable Insurance Funds) (the “Reorganization”). The Reorganization is currently expected to close on or about May 24, 2019, or as soon as practicable thereafter (the “Reorganization Date”).

Contract Owners may transfer assets out of the Sub-Accounts for the Oppenheimer Variable Account Funds at any time prior to the Reorganization Date, and any such transfer will not incur a transfer charge and will not count against the annual free transfer limit. Effective as of the close of business May 24, 2019, any assets remaining in the Sub-Accounts for the Oppenheimer Variable Account Funds will become invested in the Sub-Account for the corresponding Acquiring Fund. Any Owner utilizing a custom transfer feature such as Dollar Cost Averaging or Rebalancer involving the Oppenheimer Variable Account Funds, and any allocations made to the Sub-Account for the Oppenheimer Variable Account Funds will automatically be directed to the Sub-Account for the corresponding Acquiring Fund.

As a result of the Reorganization, effective on or about May 24, 2019, the following name changes will occur, and all references to the old names in the Prospectus and SAI are hereby deleted and replaced with the new names:

<i>Old Name</i>	<i>New Name</i>
Oppenheimer Variable Account Funds	AIM Variable Insurance Funds (Invesco Variable Insurance Funds)
Oppenheimer Global Fund/VA	Invesco Oppenheimer V.I. Global Fund
Oppenheimer International Growth Fund/VA	Invesco Oppenheimer V.I. International Growth Fund
Oppenheimer Main Street Small Cap Fund/VA®	Invesco Oppenheimer V.I. Main Street Small Cap Fund®

Effective on or about June 1, 2019, the MFS VIT II International Value Portfolio will be renamed the MFS VIT II International Intrinsic Value Portfolio and all references to MFS VIT II International Value Portfolio in the Prospectus and SAI are hereby deleted and replaced with MFS VIT II International Intrinsic Value Portfolio.

If you have any questions regarding this Supplement, please call the Retirement Resource Operations Center toll-free at (800) 838-0650, or write to the Retirement Resource Operations Center at PO Box 173920, Denver, CO 80217-3920.

This Supplement must be accompanied by, or read in conjunction with, the current Prospectus and SAI dated May 1, 2019.

Please read this Supplement carefully and retain it for future reference.

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Schwab OneSource Annuity®
A flexible premium deferred variable annuity

Issued by
Great-West Life & Annuity Insurance Company of New York

Internet Availability of Portfolio Reports: Beginning on January 1, 2021, as permitted by regulations adopted by the SEC, paper copies of the shareholder reports for the Portfolios available under your Contract will no longer be sent by mail, unless you specifically request paper copies of the reports from us. Instead, the reports will be made available on a website, and you will be notified by mail each time a report is posted and provided with a website link to access the report.

If you already elected to receive shareholder reports electronically, you will not be affected by this change and you need not take any action. You may elect to receive shareholder reports and other communications from us electronically by contacting the Retirement Resource Operations Center at (800) 838-0650.

You may elect to receive all future reports in paper free of charge. You can inform us that you wish to continue receiving paper copies of your shareholder reports by contacting the Retirement Resource Operations Center at the toll-free number referenced immediately above. Your election to receive reports in paper will apply to all Portfolios available under your Contract.

Overview

This Prospectus describes the Schwab OneSource Annuity (the “Contract”), a flexible premium deferred variable annuity contract that allows you to accumulate assets on a tax-deferred basis for retirement or other long-term purposes. Effective **September 30, 2014, this Contract is no longer issued to new purchasers.** Even though the Contract is no longer offered for sale, you may make additional Contributions as permitted under your Contract. Prior to September 30, 2014, Great-West Life & Annuity Insurance Company of New York (“we,” “us,” or “Great-West”) issued the Contract as individual contracts.

This Prospectus presents important information you should review before purchasing the Schwab OneSource Annuity, including a description of the material rights and obligations under the Contract. Your Contract and any endorsements are the formal contractual agreement between you and us. It is important that you read the Contract and endorsements, which reflect other variations. Please read this Prospectus carefully and keep it on file for future reference. You can find more detailed information pertaining to the Contract in the Statement of Additional Information (“SAI”) dated May 1, 2019 (as may be amended from time to time), and filed with the Securities and Exchange Commission (the “SEC”). The SAI is incorporated by reference into this Prospectus as a matter of law, which means it is legally a part of this Prospectus. The SAI’s table of contents may be found on the last page of this Prospectus. You may obtain a copy without charge by contacting the Annuity Service Center at the address listed in this Prospectus or by phone at (800) 838-0650. Or, you can obtain it by visiting the SEC’s website at www.sec.gov. This website also contains other information about us that has been filed electronically.

How to Invest

We refer to amounts you invest in the Contract as “Contributions.” The minimum initial Contribution is \$5,000. Additional Contributions can be made at any time before you begin receiving annuity payments or taking periodic withdrawals.

The minimum subsequent Contribution is:

- \$500 per Contribution; or
- \$100 per Contribution if made via Automatic Bank Draft Plan.

The date of this Prospectus is May 1, 2019.

The Securities and Exchange Commission has not approved or disapproved these securities or passed upon the adequacy of this Prospectus. Any representation to the contrary is a criminal offense.

Allocating Your Money

When you contribute money to the Schwab OneSource Annuity, you can allocate it among the Sub-Accounts of the Variable Annuity-1 Series Account which invest in the following Portfolios:

AB VPS Growth and Income Portfolio (Class A Shares)
 AB VPS International Growth Portfolio (Class A Shares)*
 AB VPS International Value Portfolio (Class A Shares)*
 AB VPS Large Cap Growth Portfolio (Class A Shares)
 AB VPS Small/Mid Cap Value Portfolio (Class A Shares)
 Alger Large Cap Growth Portfolio (Class I-2 Shares)
 Alger Mid Cap Growth Portfolio (Class I-2 Shares)*
 American Century Investments® VP Balanced Fund (Class I Shares)
 American Century Investments® VP Income & Growth Fund (Class I Shares)
 American Century Investments® VP International Fund (Class I Shares)
 American Century Investments® VP Mid Cap Value Fund (Class II Shares)
 American Century Investments® VP Value Fund (Class I Shares)
 BlackRock Global Allocation VI. Fund (Class I Shares)
 Columbia Variable Portfolio - Large Cap Growth Fund (Class 2 Shares)
 Columbia Variable Portfolio - Seligman Global Technology Fund (Class 2 Shares)
 Columbia Variable Portfolio - Small Cap Value (Class 2 Shares)
 Delaware VIP® Emerging Markets Series (Standard Class Shares)
 Delaware VIP® Small Cap Value Series (Standard Class Shares)
 Delaware VIP® Smid Cap Core Series (Standard Class Shares)
 Dreyfus Investment Portfolios MidCap Stock Portfolio (Initial Shares) *(effective on or about June 3, 2019, this Portfolio will be renamed the BNY Mellon Investment Portfolios MidCap Stock Portfolio)*
 Dreyfus Variable Investment Fund Appreciation Portfolio (Initial Shares) *(effective on or about June 3, 2019, this Portfolio will be renamed the BNY Mellon Variable Investment Fund Appreciation Portfolio)*
 DWS Capital Growth VIP *(formerly Deutsche Capital Growth VIP)* (Class A Shares)
 DWS Core Equity VIP *(formerly Deutsche Core Equity VIP)* (Class A Shares)
 DWS CROCI® U.S. VIP *(formerly Deutsche CROCI® U.S. VIP)* (Class A Shares)
 DWS Global Small Cap VIP *(formerly Deutsche Global Small Cap VIP)* (Class A Shares)
 DWS Small Cap Index VIP *(formerly Deutsche Small Cap Index VIP)* (Class A Shares)
 DWS Small Mid Cap Growth VIP *(formerly Deutsche Small Mid Cap Growth VIP)* (Class A Shares)
 DWS Small Mid Cap Value VIP *(formerly Deutsche Small Mid Cap Value VIP)* (Class A Shares)
 Federated Fund for U.S. Government Securities II
 Franklin Small Cap Value VIP Fund (Class 2 Shares)
 Invesco V.I. Comstock Fund (Series I Shares)
 Invesco V.I. Growth and Income Fund (Series I Shares)
 Invesco V.I. High Yield Fund (Series I Shares)
 Invesco V.I. International Growth Fund (Series I Shares)
 Invesco V.I. Mid Cap Core Equity Fund (Series I Shares)*
 Invesco V.I. Small Cap Equity Fund (Series I Shares)
 Invesco V.I. Technology Fund (Series I Shares)
 Janus Henderson Balanced Portfolio (Service Shares)
 Janus Henderson Flexible Bond Portfolio (Service Shares)
 Janus Henderson Global Research Portfolio (Institutional Shares)
 Janus Henderson Global Technology Portfolio (Service Shares)
 JPMorgan Insurance Trust Small Cap Core Portfolio (Class 1 Shares)
 Lazard Retirement Emerging Markets Equity Portfolio (Service Shares)
 LVIP Baron Growth Opportunities Fund (Service Class Shares)
 MFS® VIT Utilities Series (Service Class Shares)
 MFS® VIT II International Value Portfolio *(effective on or about June 1, 2019, this Portfolio will be renamed the MFS® VIT II International Intrinsic Value Portfolio)* (Service Class Shares)
 Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio (Class S Shares)
 NVIT Mid Cap Index Fund (Class II Shares)

Oppenheimer Global Fund/VA (Non-Service Shares)
 Oppenheimer International Growth Fund/VA (Non-Service Shares)
 Oppenheimer Main Street Small Cap Fund/VA[®] (Non-Service Shares)
 PIMCO VIT CommodityRealReturn[®] Strategy Portfolio (Administrative Class Shares)
 PIMCO VIT High Yield Portfolio (Administrative Class Shares)
 PIMCO VIT Low Duration Portfolio (Administrative Class Shares)
 PIMCO VIT Total Return Portfolio (Administrative Class Shares)
 Pioneer Fund VCT Portfolio (Class I Shares)
 Pioneer Mid Cap Value VCT Portfolio (Class II Shares)
 Pioneer Select Mid Cap Growth VCT Portfolio (Class I Shares)
 Prudential Series Fund Equity Portfolio (Class II Shares)*
 Prudential Series Fund Natural Resources Portfolio (Class II Shares)*
 Putnam VT Equity Income Fund (Class IB Shares)
 Putnam VT Global Health Care Fund (Class IB Shares)*
 Putnam VT Mortgage Securities Fund (Class IB Shares)
 Putnam VT Multi-Cap Core Fund (*formerly* Putnam VT Investors Fund) (Class IA Shares)
 Royce Small-Cap Portfolio (Service Class Shares)*
 Schwab Government Money Market Portfolio[™]
 Schwab[®] S&P 500 Index Portfolio
 Templeton Foreign VIP Fund (Class 2 Shares)
 Templeton Global Bond VIP Fund (Class 2 Shares)
 Third Avenue Value Portfolio*
 Touchstone Bond Fund
 Touchstone Common Stock Fund
 Touchstone Focused Fund (*effective on or about July 12, 2019, this Fund will merge into the Touchstone Common Stock Fund*)
 Touchstone Small Company Fund
 VanEck VIP Global Hard Assets Fund (S Class Shares)
 VanEck VIP Unconstrained Emerging Markets Bond Fund (Initial Class Shares)
 Wells Fargo VT Discovery Fund (Class 2 Shares)
 Wells Fargo VT Omega Growth Fund (Class 2 Shares)
 Wells Fargo VT Opportunity Fund (Class 2 Shares)
 * The Sub-Account investing in this Portfolio is closed to new Contributions and incoming Transfers (including Automatic Custom Transfers).

Sales and Surrender Charges

There are no sales, redemption, surrender, or withdrawal charges under the Schwab OneSource Annuity.

Right of Cancellation Period

After you receive your Contract, you can look it over for at least 10 days and up to 60 days for replacement annuity contracts, during which time you may cancel your Contract as described in more detail in this Prospectus.

Payout Options

The Schwab OneSource Annuity offers three payout options - through periodic withdrawals, variable annuity payouts or a single, lump-sum payment. The Contracts are not deposits of, or guaranteed or endorsed by, any bank, nor are the Contracts federally insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other government agency. The Contracts involve certain investment risks, including possible loss of principal.

For account information, please contact:

Annuity Service Center
P.O. Box 173920
Denver, CO 80217-3920
(800) 838-0650
AnnuityOperations@greatwest.com

Via Internet:
schwab.retirementpartner.com

This Prospectus does not constitute an offering in any jurisdiction in which such offering may not be lawfully made. No dealer, salesperson or other person is authorized to give any information or make any representations in connection with the Contracts other than those contained in this Prospectus, and, if given or made, such other information or representations must not be relied on.

This Contract is not available in all states.

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Definitions

1035 Exchange – A provision of the Internal Revenue Code of 1986, as amended (the “Code”), that allows for the tax-free exchange of certain types of insurance contracts.

Accumulation Period – The time period between the Effective Date and the Annuity Commencement Date. During this period, you are contributing to the annuity.

Annuitant – The person named in the application upon whose life the payout of an annuity is based and who will receive annuity payouts. If a Contingent Annuitant is named, the Annuitant will be considered the “Primary Annuitant.”

Annuity Account – An account established by us in your name that reflects the Owner’s interest in the Sub-Accounts.

Annuity Account Value – The sum of the value of each Sub-Account you have selected.

Annuity Commencement Date – The date annuity payouts begin.

Annuity Payout Period – The period beginning on the Annuity Commencement Date and continuing until all annuity payouts have been made under the Contract. During this period, the Annuitant receives payouts from the annuity.

Annuity Service Center – P.O. Box 173920, Denver, CO, 80217-3920. The toll-free telephone number is (800) 838-0650.

Annuity Unit – An accounting measure we use to determine the amount of any variable annuity payout after the first annuity payout is made.

Automatic Bank Draft Plan – A feature that allows you to make automatic periodic Contributions. Contributions will be withdrawn from an account you specify and automatically credited to your Annuity Account.

Beneficiary – The person(s) designated to receive any Death Benefit under the terms of the Contract.

Contingent Annuitant – The person you may name in the application who becomes the Annuitant when the Primary Annuitant dies. The Contingent Annuitant must be designated before the death of the Primary Annuitant.

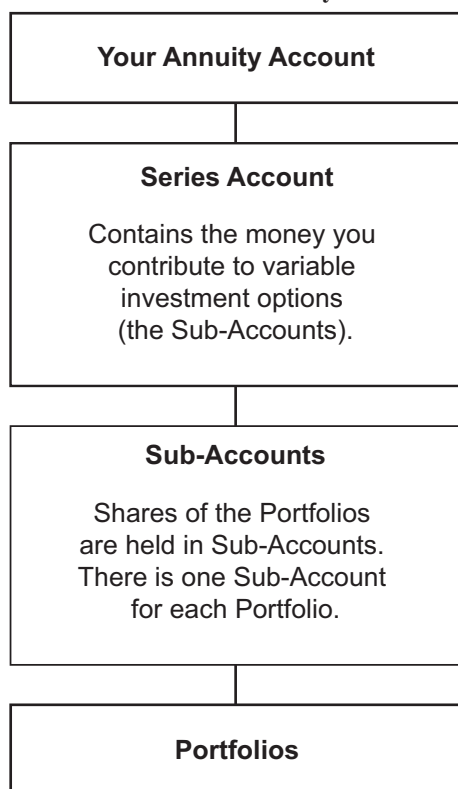
Contingent Beneficiary – The person designated to become the Beneficiary when the primary Beneficiary dies.

Contributions – The amount of money you invest or deposit into your annuity prior to any Premium Tax or other deductions.

Death Benefit – The amount payable to the Beneficiary when the Owner or the Annuitant dies.

Distribution Period – The period starting with your Payout Commencement Date.

Schwab OneSource Annuity Structure



Effective Date – The date on which the first Contribution is credited to your Annuity Account.

Owner (Joint Owner) or You – The person(s) named in the application who is entitled to exercise all rights and privileges under the Contract, while the Annuitant is living. Joint Owners must be one another’s Spouse as of the date the Contract is issued. The Annuitant will be the Owner unless otherwise indicated in the application.

Payout Commencement Date – The date on which annuity payouts **or** periodic withdrawals begin under a payout option. If you do not indicate a Payout Commencement Date on your application or at any time thereafter, annuity payouts will begin on the Annuitant’s 99th birthday.

Portfolio – A registered management investment company, or portfolio thereof, in which the assets of the Series Account may be invested.

Premium Tax – A tax charged by a state or other governmental authority. Varying by state, the current range of Premium Taxes is 0% to 3.5% and may be deducted with respect to your Contributions, from amounts withdrawn, or from amounts applied on the Payout Commencement Date, or the Annuity Account Value when incurred by Great-West or at another time of Great-West’s choosing. Currently, the Premium Tax rate in New York for annuities is 0% given the total mix of Great-West’s business in New York.

Proportional Withdrawals – A partial withdrawal made by you which reduces your Annuity Account Value measured as a percentage of each prior withdrawal against the current Annuity Account Value. A Proportional Withdrawal is determined by calculating the percentage the withdrawal represents of your Annuity Account Value at the time the withdrawal was made. For example, a partial withdrawal of 75% of the Annuity Account Value represents a Proportional Withdrawal of 75% of the total Contributions for purposes of calculating the Death Benefit under Option 2 . See “Death Benefit” below.

Request – Any written, telephoned, electronic or computerized instruction in a form satisfactory to Great-West and Schwab received at the Annuity Service Center (or other annuity service center subsequently named) from you, your designee (as specified in a form acceptable to Great-West and Schwab) or the Beneficiary (as applicable) as required by any provision of the Contract. The Request is subject to any action taken or payment made by Great-West before it was processed.

Series Account – Variable Annuity-1 Series Account, the segregated asset account established by Great-West under New York law and registered as a unit investment trust under the Investment Company Act of 1940, as amended (the “1940 Act”). The Series Account is also referred to as the separate account.

Spouse – A person recognized as a spouse in the state where the couple was legally married. The term does not include a party to a registered domestic partnership, civil union, or similar formal relationship recognized under state law that is not denominated a marriage under that state’s law.

Sub-Account – A division of the Series Account containing the shares of a Portfolio. There is a Sub-Account for each Portfolio. A Sub-Account may be also referred to as an “investment division” in the Prospectus, SAI, or Series Account financial statements, or “subaccount” in marketing materials.

Surrender Value – Your Annuity Account Value on the Transaction Date of the surrender, less Premium Tax, if any.

Transaction Date – The date on which any Contribution or Request from you will be processed. Contributions and Requests received after the close of regular trading on the New York Stock Exchange (generally 4:00 p.m. ET) will be deemed to have been received on the next business day. Requests will be processed and the Annuity Account Value will be determined on each day that the New York Stock Exchange is open for trading.

Transfer – Moving money from and among the Sub-Account(s).

Fee Table

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Contract. The first table describes the fees and expenses that you will pay at the time that you buy the Contract, surrender the Contract, or transfer cash value between investment options. State Premium Taxes may also be deducted.

Contract Owner Transaction Expenses

Sales Load Imposed on Purchases (as a percentage of purchase payments):	None
Maximum Surrender Charge (as a percentage of amount surrendered):	None
Maximum Transfer Charge:	\$25*

* Currently, there is no charge for Transfers. We reserve the right, however, to impose a transfer fee after we notify you. See “Transfers” below.

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

Annual Contract Maintenance Charge	None
Series Account Annual Expenses (as a percentage of average Annuity Account Value)	
Maximum Mortality and Expense Risk Charge:	0.85%*
Distribution Charge:	None
Total Series Account Annual Expenses:	0.85%*

* If you select Death Benefit Option 1, your Mortality and Expense Risk Charge and Total Series Account Annual Expenses will be 0.65%. If you select Death Benefit Option 2, this charge will be 0.85%.

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

Total Annual Portfolio Operating Expenses ¹	Minimum	Maximum
(Expenses that are deducted from Portfolio assets, including management fees, distribution [and/or service] (12b-1) fees, and other expenses)	0.03%	2.21%

THE ABOVE EXPENSES FOR THE PORTFOLIOS WERE PROVIDED BY THE PORTFOLIOS. WE HAVE NOT INDEPENDENTLY VERIFIED THE ACCURACY OF THE INFORMATION FOR THE PORTFOLIOS THAT ARE UNAFFILIATED WITH US.

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. These costs include Owner transaction expenses, contract fees, Series Account annual expenses, and Portfolio fees and expenses.

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 maximum fees and expenses of any of the Portfolios. In addition, this Example assumes no Transfers were made and no Premium Taxes were deducted. If these arrangements were considered, the expenses shown would be higher. This Example also does not take into consideration any fee waiver or expense reimbursement arrangements of the Portfolio.

Although your actual costs may be higher or lower, based on these assumptions, if you retain your Contract, annuitize your Contract or if you surrender your Contract at the end of the applicable time period, your costs would be:

1 year	3 years	5 years	10 years
\$306.00	\$983.00	\$1,754.00	\$4,171.00

This Example does not show the effect of Premium Taxes. Premium Taxes, if any, are deducted from Contract Value upon full surrender, death, or annuitization. See "Charges and Deductions – Premium Tax" below. This Example also does not include any of the taxes or penalties you may be required to pay if you surrender your Contract.

The fee table and example should not be considered a representation of past or future expenses and charges of the Sub-Accounts. Your actual expenses may be greater or less than those shown. Similarly, the 5% annual rate of return assumed in the example is not an estimate or a guarantee of future investment performance. See "Charges and Deductions" below. Owners who purchase the Contract may be eligible to apply the contract value to the total amount of their household assets maintained at Schwab. If the total amount of their household assets at Schwab meets certain predetermined breakpoints, they may be eligible for certain fee reductions or other related benefits offered by Schwab. All terms and conditions regarding the fees and account types eligible for such consideration are determined by Schwab. Charges and expenses of the Contract described in this Prospectus are NOT subject to reduction or waiver by Schwab. Please consult a Charles Schwab representative for more information.

Condensed Financial Information

Attached as Appendix A is a table showing selected information concerning accumulation units for each Sub-Account. An accumulation unit is the unit of measure that we use to calculate the value of your interest in a Sub-Account. The accumulation unit values reflect the deduction of the only charge we impose under the Contract, the Mortality and Expense Risk Charge. The information in the table is derived from audited financial statements of the Series Account. To obtain a more complete picture of each Sub-Account's finances and performance, you should also review the Series Account's financial statements, which are in the Statement of Additional Information.

¹ The expenses shown are based, in part, on estimated amounts for the current fiscal year, and do not reflect any fee waiver or expense reimbursement. The advisers and/or other service providers of certain Portfolios have agreed to reduce their fees and/or reimburse the Portfolios' expenses in order to keep the Portfolios' expenses below specified limits. The expenses of certain Portfolios are reduced by contractual fee reduction and expense reimbursement arrangements. Other Portfolios have voluntary fee reduction and/or expense reimbursement arrangements that may be terminated at any time. Each fee reduction and/or expense reimbursement arrangement is not reflected above, but is described in the relevant Portfolios' prospectus.

Summary

The Schwab OneSource Annuity[®] allows you to accumulate assets on a tax-deferred basis by investing in a variety of variable investment options (the Sub-Accounts). The performance of your Annuity Account Value will vary with the investment performance of the Portfolios corresponding to the Sub-Accounts you select. You bear the entire investment risk for all amounts invested in them. Depending on the performance of the Sub-Accounts you select, your Annuity Account Value could be less than the total amount of your Contributions.

You may purchase the Schwab OneSource Annuity[®] through a 1035 Exchange from another insurance contract. However, in no event may you purchase the Contract as a part of a tax-qualified plan or a rollover of amounts from such a plan, including an IRA.

How to Contact the Annuity Service Center:

Annuity Service Center
P.O. Box 173920
Denver, CO 80217-3920
(800) 838-0650

Your initial Contribution must be at least \$5,000. Subsequent Contributions must be either \$500, or \$100 if made through an Automatic Bank Draft Plan.

The money you contribute to the Contract will be invested at your direction. The duration of your Right of Cancellation period under New York state law is 10 days after you receive your Contract. Allocations during the Right of Cancellation period are described in more detail in this Prospectus.

Prior to the Payout Commencement Date, you can withdraw all or a part of your Annuity Account Value. There are no surrender or withdrawal charges. Certain withdrawals will normally be subject to federal income tax and may also be subject to a federal penalty tax. You may also pay a Premium Tax upon a withdrawal.

When you're ready to start taking money out of your Contract, you can select from a variety of payout options, including a lump sum payment or variable annuity payouts as well as periodic payouts.

If the Annuitant dies before the Annuity Commencement Date, we will pay the Death Benefit to the Beneficiary you select. If the Owner dies before the entire value of the Contract is distributed, the remaining value will be distributed according to the rules outlined in the "Death Benefit" section below.

The amount distributed to your Beneficiary will depend on the Death Benefit option you select. We offer two Death Benefit options. For Option 1, the Owner, Annuitant, and Contingent Annuitant each must be age 85 or younger at the time the Contract is issued. Option 1 provides for the payment of your Annuity Account Value minus any Premium Tax. For Option 2, the Owner, Annuitant, and Contingent Annuitant each must be age 80 or younger at the time the Contract is issued. Option 2 provides for the payment of the greater of (1) your Annuity Account Value, minus any Premium Tax or (2) the sum of all Contributions, minus any Proportional Withdrawals you have made and minus any Premium Tax. If you select Death Benefit Option 1, your Mortality and Expense Risk Charge will be 0.65%. If you choose Death Benefit Option 2, this charge will be 0.85%. In addition, each Portfolio assesses a charge for management fees and other expenses.

You may cancel your Contract during the Right of Cancellation period by sending it to the Annuity Service Center or to the representative from whom you purchased it. If you are replacing an existing insurance contract with the Contract, the Right of Cancellation period may be extended based on your state of residence. The Right of Cancellation period is described in more detail in this Prospectus.

This summary highlights some of the more significant aspects of the Schwab OneSource Annuity[®]. You'll find more detailed information about these topics throughout the Prospectus and in your Contract. Please keep them both for future reference.

Great-West Life & Annuity Insurance Company of New York

Great-West (formerly known as First Great-West Life & Annuity Insurance Company, and before that as Canada Life Insurance Company of New York ("CLNY")) is a stock life insurance company incorporated under the laws of the State of New York on June 7, 1971. Great-West operates in two business segments: (1) employee benefits (life, health, and 401(k) products for group clients); and

(2) financial services (savings products for both public and non-profit employers and individuals, and life insurance products for individuals and businesses). We are licensed to do business in New York. Great-West's Home Office is located at 489 Fifth Ave., 28th Floor, New York, New York 10017.

Great-West is a wholly-owned subsidiary of Great-West Life & Annuity Insurance Company ("GWL&A"), a life insurance company domiciled in Colorado. GWL&A is a wholly-owned subsidiary of GWL&A Financial Inc. ("GWL&A Financial"), a Delaware holding company. GWL&A Financial is an indirect wholly-owned subsidiary of Great-West Lifeco, Inc. ("Lifeco"), a Canadian holding company. Lifeco is a subsidiary of Power Financial Corporation ("Power Financial"), a Canadian holding company with substantial interests in the financial services industry. Power Financial Corporation is a subsidiary of Power Corporation of Canada ("Power Corporation"), a Canadian holding and management company. Through a group of private holding companies, The Desmarais Family Residuary Trust, which was created on October 8, 2013 under the Last Will and Testament of Paul G. Desmarais, has voting control of Power Corporation.

Effective December 31, 2005, First Great-West Life & Annuity Insurance Company, a stock life insurance company incorporated under the laws of the State of New York on April 9, 1996, was merged with and into CLNY. Upon the merger, CLNY became the surviving entity under New York corporate law and was renamed to First Great-West Life & Annuity Insurance Company. As the surviving corporation in the merger, CLNY assumed legal ownership of all of the assets of First Great-West Life & Annuity Insurance Company, including the Series Account, and it became directly liable for First Great-West Life & Annuity Insurance Company's liabilities and obligations, including those with respect to the Contract supported by the Series Account. Effective September 24, 2012, First Great-West Life & Annuity Insurance Company changed its name to Great-West Life & Annuity Insurance Company of New York.

On January 24, 2019, GWL&A announced that it had entered into an agreement with Protective Life Insurance Company ("Protective") to sell, via indemnity reinsurance, substantially all of its non-participating individual life insurance and annuity business and group life and health business, including this Contract. Subject to the provision of certain services by GWL&A or its affiliates for a transitional period following the closing, Protective will agree to provide administration for the Contract in accordance with their terms and conditions. The transaction is expected to close in the first half of 2019, subject to regulatory approvals and customary closing conditions.

The Series Account

The Series Account is registered with the SEC under the 1940 Act as a unit investment trust. Registration under the 1940 Act does not involve supervision by the SEC of the management or investment practices or policies of the Series Account. The Series Account was established in accordance with New York laws on January 15, 1997.

The Contract may refer to the Series Account as the "Separate Account."

We own the assets of the Series Account. The income, gains, or losses, realized or unrealized, from assets allocated to the Series Account are credited to or charged against the Series Account without regard to our other income, gains, or losses.

We will at all times maintain assets in the Series Account with a total market value at least equal to the reserves and other liabilities relating to the variable benefits under all Contracts participating in the Series Account. Those assets may not be charged with our liabilities from our other business. Our obligations under the Contracts are, however, our general corporate obligations.

In calculating our corporate income tax liability, we derive certain corporate income tax benefits associated with the investment of company assets, including Series Account assets that are treated as company assets under applicable income tax law. These benefits, which reduce our overall corporate income tax liability, may include dividends received deductions and foreign tax credits which can be material. We do not pass these benefits through to the Series Account or our other separate accounts, principally because: (i) the great bulk of the benefits results from the dividends received deduction, which involves no reduction in the dollar amount of dividends that the Series Account receives; and (ii) under applicable income tax law, Owners are not the owners of the assets generating the benefits.

The Series Account is divided into several Sub-Accounts. Each Sub-Account invests exclusively in shares of a corresponding investment Portfolio of a registered investment company (commonly known as a mutual fund). We may in the future add new, or delete existing, Sub-Accounts. The income, gains, or losses, realized or unrealized, from assets allocated to each Sub-Account are credited to, or charged against, that Sub-Account without regard to the other income, gains, or losses of the other Sub-Accounts. All amounts allocated to a Sub-Account will be fully invested in Portfolio shares.

We hold the assets of the Series Account. We keep those assets physically segregated and held separate and apart from our general account assets. We maintain records of all purchases and redemptions of shares of the Portfolios.

The Portfolios

The Contract offers a number of investment options, corresponding to the Sub-Accounts. Each Sub-Account invests in a single Portfolio. Each Portfolio is a separate mutual fund registered under the 1940 Act. More comprehensive information, including a discussion of potential risks, is found in the current prospectuses for the Portfolios (the “Portfolio Prospectuses”). The Portfolio Prospectuses should be read in connection with this Prospectus. You may obtain a copy of the Portfolio Prospectuses without charge by Request. **If you received a summary prospectus for a Portfolio, please follow the directions on the first page of the summary prospectus to obtain a copy of the Portfolio Prospectus.**

Each Portfolio:

- holds its assets separately from the assets of the other Portfolios,
- has its own distinct investment objectives and policies, and
- operates as a separate investment fund.

The income, gains and losses of one Portfolio generally have no effect on the investment performance of any other Portfolio.

The Portfolios are not available to the general public directly. The Portfolios are only available as investment options in variable annuity contracts or variable life insurance policies issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans.

Some of the Portfolios have been established by investment advisers, which manage publicly available mutual funds having similar names and investment objectives. While some of the Portfolios may be similar to, and may in fact be modeled after publicly available mutual funds, you should understand that the Portfolios are not otherwise directly related to any publicly available mutual fund. Consequently, the investment performance of publicly available mutual funds and any corresponding Portfolios may differ. The investment objectives of the Portfolios are briefly described below:

AB Variable Products Series Fund, Inc. – advised by AllianceBernstein, L.P.

AB VPS Growth and Income Portfolio (Class A Shares) - seeks long-term growth of capital.

AB VPS International Growth Portfolio (Class A Shares)* - seeks long-term growth of capital.

AB VPS International Value Portfolio (Class A Shares)* - seeks long-term growth of capital.

AB VPS Large Cap Growth Portfolio (Class A Shares) - seeks long-term growth of capital.

AB VPS Small/Mid Cap Value Portfolio (Class A Shares) - seeks long-term growth of capital.

AIM Variable Insurance Funds (Invesco Variable Insurance Funds) - advised by Invesco Advisers, Inc.

Invesco V.I. Comstock Fund (Series I Shares) - seeks capital growth and income.

Invesco V.I. Growth and Income Fund (Series I Shares) - seeks long-term growth of capital and income.

Invesco V.I. High Yield Fund (Series I Shares) - seeks total return, comprised of current income and capital appreciation.

Invesco V.I. International Growth Fund (Series I Shares) - seeks long-term growth of capital.

Invesco V.I. Mid Cap Core Equity Fund (Series I Shares)* - seeks long-term growth of capital.

Invesco V.I. Small Cap Equity Fund (Series I Shares) - seeks long-term growth of capital.

Invesco V.I. Technology Fund (Series I Shares) - seeks long-term growth of capital.

Alger Portfolios – advised by Fred Alger Management, Inc.

Alger Large Cap Growth Portfolio (Class I-2 Shares) - seeks long-term capital appreciation.

Alger Mid Cap Growth Portfolio (Class I-2 Shares)* - seeks long-term capital appreciation.

American Century Variable Portfolios, Inc. – advised by American Century Investment Management, Inc.

American Century Investments® VP Balanced Fund (Class I Shares) - seeks long-term capital growth and current income by investing approximately 60% of its assets in equity securities and the remainder in bonds and other fixed-income securities.

American Century Investments® VP Income & Growth Fund (Class I Shares) - seeks capital growth; income is a secondary objective.

American Century Investments® VP International Fund (Class I Shares) - seeks capital growth.

American Century Investments® VP Mid Cap Value Fund (Class II Shares) - seeks long-term capital growth; income is a secondary consideration.

American Century Investments® VP Value Fund (Class I Shares) - seeks long-term capital growth; income is a secondary consideration.

Blackrock Variable Series Funds, Inc. - advised by BlackRock Advisors, LLC

BlackRock Global Allocation V.I. Fund (Class I Shares) - seeks high total investment return.

Columbia Funds Variable Insurance Trust - advised by Columbia Management Investment Advisers, LLC

Columbia Variable Portfolio - Small Cap Value (Class 2 Shares) - seeks long-term capital appreciation.

Columbia Funds Variable Series Trust II - advised by Columbia Management Investment Advisers, LLC

Columbia Variable Portfolio - Large Cap Growth Fund (Class 2 Shares) - seeks to provide shareholders with long-term capital growth.

Columbia Variable Portfolio - Seligman Global Technology Fund (Class 2 Shares) - seeks long-term capital appreciation.

Delaware VIP® Trust – advised by Delaware Management Company

Delaware VIP® Emerging Markets Series (Standard Class Shares) - seeks long-term capital appreciation.

Delaware VIP® Small Cap Value Series (Standard Class Shares) - seeks capital appreciation.

Delaware VIP® Smid Cap Core Series (Standard Class Shares) - seeks long-term capital appreciation.

Deutsche DWS Investments VIT Funds – advised by DWS Investment Management Americas, Inc.

DWS Small Cap Index VIP (formerly Deutsche Small Cap Index VIP) (Class A Shares) - seeks to replicate, as closely as possible, before the deduction of expenses, the performance of the Russell 2000® Index, which emphasizes stocks of small U.S. companies.

Deutsche DWS Variable Series I – advised by DWS Investment Management Americas, Inc.

DWS Capital Growth VIP (formerly Deutsche Capital Growth VIP) (Class A Shares) - seeks to provide long-term growth of capital.

DWS Core Equity VIP (formerly Deutsche Core Equity VIP) (Class A Shares) - seeks long-term growth of capital, current income and growth of income.

DWS Global Small Cap VIP (formerly Deutsche Global Small Cap VIP) (Class A Shares) - seeks above-average capital appreciation over the long term.

Deutsche DWS Variable Series II – advised by DWS Investment Management Americas, Inc.

DWS CROCI® U.S. VIP (formerly Deutsche CROCI® U.S. VIP) (Class A Shares) - seeks a high rate of total return.

DWS Small Mid Cap Growth VIP (formerly Deutsche Small Mid Cap Growth VIP) (Class A Shares) - seeks long-term capital appreciation.

DWS Small Mid Cap Value VIP (formerly Deutsche Small Mid Cap Value VIP) (Class A Shares) - seeks long-term capital appreciation.

Dreyfus Investment Portfolios – advised by The Dreyfus Corporation (*effective on or about June 3, 2019, the Fund will be renamed the BNY Mellon Investment Portfolios and the Adviser will be renamed BNY Mellon Investment Adviser, Inc.*)

Dreyfus Investment Portfolios MidCap Stock Portfolio (Initial Shares) (effective on or about June 3, 2019, this Portfolio will be renamed the BNY Mellon Investment Portfolios MidCap Stock Portfolio) - seeks investment results that are greater than the total return performance of publicly traded common stocks of medium-size domestic companies in the aggregate, as represented by the Standard & Poor's MidCap 400® Index (S&P 400 Index).

Dreyfus Variable Investment Fund – advised by The Dreyfus Corporation (*effective on or about June 3, 2019, the Fund will be renamed the BNY Mellon Variable Investment Fund and the Adviser will be renamed BNY Mellon Investment Adviser, Inc.*)

Dreyfus Variable Investment Fund Appreciation Portfolio (Initial Shares) (effective on or about June 3, 2019, this Portfolio will be renamed the BNY Mellon Variable Investment Fund Appreciation Portfolio) - seeks long-term capital growth consistent with the preservation of capital; its secondary goal is current income.

Federated Insurance Series – advised by Federated Investment Management Company

Federated Fund for U.S. Government Securities II - seeks to provide current income.

Franklin Templeton Variable Insurance Products Trust

Franklin Small Cap Value VIP Fund (Class 2 Shares) - seeks long-term total return.

Templeton Foreign VIP Fund (Class 2 Shares) - seeks long-term capital growth.

Templeton Global Bond VIP Fund (Class 2 Shares) - seeks high current income consistent with preservation of capital; capital appreciation is a secondary objective.

Janus Aspen Series – advised by Janus Capital Management LLC

Janus Henderson Balanced Portfolio (Service Shares) - seeks long-term capital growth, consistent with preservation of capital and balanced by current income.

Janus Henderson Flexible Bond Portfolio (Service Shares) - seeks to obtain maximum total return, consistent with preservation of capital.

Janus Henderson Global Research Portfolio (Institutional Shares) - seeks long-term growth of capital.

Janus Henderson Global Technology Portfolio (Service Shares) - seeks long-term growth of capital.

JPMorgan Insurance Trust – advised by J.P. Morgan Investment Management Inc.

JPMorgan Insurance Trust Small Cap Core Portfolio (Class 1 Shares) - seeks capital growth over the long term.

Lazard Retirement Series, Inc. – advised by Lazard Asset Management, LLC

Lazard Retirement Emerging Markets Equity Portfolio (Service Shares) - seeks long-term capital appreciation.

Lincoln Variable Insurance Products Trust – advised by Lincoln Investment Advisors Corporation

LVIP Baron Growth Opportunities Fund (Service Class Shares) - seeks capital appreciation.

MFS® Variable Insurance Trust – advised by Massachusetts Financial Services Company

MFS® VIT Utilities Series (Service Class Shares) - seeks total return.

MFS® Variable Insurance Trust II – advised by Massachusetts Financial Services Company

MFS® VIT II International Value Portfolio (*effective on or about June 1, 2019, this Portfolio will be renamed the MFS® VIT II International Intrinsic Value Portfolio*) (Service Class Shares) - seeks capital appreciation.

Nationwide Variable Insurance Trust – advised by Nationwide Fund Advisors

NVIT Mid Cap Index Fund (Class II Shares) - seeks capital appreciation.

Neuberger Berman Advisers Management Trust – advised by Neuberger Berman Investment Advisers LLC

Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio (Class S Shares) - seeks growth of capital.

Oppenheimer Variable Account Funds – advised by OFI Global Asset Management, Inc.

Oppenheimer Global Fund/VA (Non-Service Shares) - seeks capital appreciation.

Oppenheimer International Growth Fund/VA (Non-Service Shares) - seeks capital appreciation.

Oppenheimer Main Street Small Cap Fund/VA® (Non-Service Shares) - seeks capital appreciation.

PIMCO Variable Insurance Trust – advised by Pacific Investment Management Company, LLC

PIMCO VIT CommodityRealReturn® Strategy Portfolio (Administrative Class Shares) - seeks maximum real return, consistent with prudent investment management.

PIMCO VIT High Yield Portfolio (Administrative Class Shares) - seeks maximum total return, consistent with preservation of capital and prudent investment management.

PIMCO VIT Low Duration Portfolio (Administrative Class Shares) - seeks maximum total return, consistent with preservation of capital and prudent investment management.

PIMCO VIT Total Return Portfolio (Administrative Class Shares) - seeks maximum total return, consistent with preservation of capital and prudent investment management.

Pioneer Variable Contracts Trust – advised by Amundi Pioneer Asset Management, Inc.

Pioneer Fund VCT Portfolio (Class I Shares) - seeks reasonable income and capital growth.

Pioneer Mid Cap Value VCT Portfolio (Class II Shares) - seeks capital appreciation.

Pioneer Select Mid Cap Growth VCT Portfolio (Class I Shares) - seeks long-term capital growth.

Prudential Series Fund – advised by PGIM Investments LLC

Prudential Series Fund Equity Portfolio (Class II Shares)* - seeks long-term growth of capital.

Prudential Series Fund Natural Resources Portfolio (Class II Shares)* - seeks long-term growth of capital.

Putnam Variable Trust – advised by Putnam Investment Management, LLC

Putnam VT Equity Income Fund (Class IB Shares) - seeks capital growth and current income.

Putnam VT Global Health Care Fund (Class IB Shares)* - seeks capital appreciation.

Putnam VT Mortgage Securities Fund (Class IB Shares) - seeks high current income with preservation of capital as its secondary objective.

Putnam VT Multi-Cap Core Fund (*formerly Putnam VT Investors Fund*) (Class IA Shares) - seeks capital appreciation.

Royce Capital Fund – advised by Royce & Associates, LP

Royce Small-Cap Portfolio (Service Class Shares)* - seeks long-term growth of capital.

Schwab Annuity Portfolios – advised by Charles Schwab Investment Management, Inc.

Schwab Government Money Market PortfolioTM - seeks the highest current income consistent with stability of capital and liquidity. This Portfolio is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency. There can be no assurance that the Portfolio will be able to maintain a stable net asset value of \$1.00 per share.

Schwab[®] S&P 500 Index Portfolio - seeks to track the total return of the S&P 500[®] Index.

Third Avenue Variable Series Trust – advised by Third Avenue Management LLC

Third Avenue Value Portfolio* - seeks long-term capital appreciation.

Touchstone Variable Series Trust – advised by Touchstone Advisors, Inc.

Touchstone Bond Fund - seeks to provide as high a level of current income as is consistent with the preservation of capital; capital appreciation is a secondary goal.

Touchstone Common Stock Fund - seeks to provide investors with capital appreciation.

Touchstone Focused Fund (*effective on or about July 12, 2019, this Fund will merge into the Touchstone Common Stock Fund*) - seeks to provide investors with capital appreciation.

Touchstone Small Company Fund - seeks growth of capital.

VanEck VIP Trust – advised by Van Eck Associates Corporation

VanEck VIP Global Hard Assets Fund (S Class Shares) - seeks long-term capital appreciation by investing primarily in hard asset securities; income is a secondary consideration.

VanEck VIP Unconstrained Emerging Markets Bond Fund (Initial Class Shares) - seeks high total return-income plus capital appreciation-by investing globally, primarily in a variety of debt securities.

Wells Fargo Variable Trust – advised by Wells Fargo Funds Management, LLC

Wells Fargo VT Discovery Fund (Class 2 Shares) - seeks long-term capital appreciation.

Wells Fargo VT Omega Growth Fund (Class 2 Shares) - seeks long-term capital appreciation.

Wells Fargo VT Opportunity Fund (Class 2 Shares) - seeks long-term capital appreciation.

* The Sub-Account investing in this Portfolio is closed to new Contributions and incoming Transfers (including Automatic Custom Transfers).

Meeting Investment Objectives

Meeting investment objectives depends on various factors, including, but not limited to, how well the Portfolio managers anticipate changing economic and market conditions. **There is no guarantee that any of these Portfolios will achieve their stated objectives.**

Where to Find More Information About the Portfolios

Additional information about the investment objectives and policies of all the Portfolios and the investment advisory and administrative services and charges can be found in the current Portfolio Prospectuses, which can be obtained from the Annuity Service Center. You may also visit www.schwab.retirementpartner.com.

You should read the Portfolios' prospectuses carefully before making any decision concerning the allocation of Contributions to, or Transfers among, the Sub-Accounts.

Addition, Deletion or Substitution

Great-West selects the Portfolios offered through the Contract based on several criteria, including but not limited to asset class coverage, brand recognition, the reputation and tenure of the adviser or sub-adviser, expenses, performance, marketing, availability, investment conditions, and the qualifications of each investment company. Another factor we consider is whether the Portfolio or an affiliate of the Portfolio will compensate Great-West for providing certain administrative, marketing, or support services that would otherwise be provided by the Portfolio, its investment adviser, or its distributor. For more information on such compensation, see "Distribution of the Contracts," below. When we develop and offer a variable annuity product in cooperation with a fund family or a distributor, Great-West will generally include Portfolios based on recommendations made by the fund family or the distributor, whose selection criteria may differ from our own.

Great-West does not control the Portfolios that are not affiliated with us and cannot guarantee that any of the Portfolios will always be available for allocation of Contributions or Transfers. We retain the right to make changes in the Series Account and in its investments, including the right to establish new Sub-Accounts or to eliminate existing Sub-Accounts. Currently, Schwab must approve certain changes.

Great-West and Schwab periodically review each Portfolio and reserve the right to discontinue the offering of any Portfolio if we determine the Portfolio no longer meets one or more of the criteria, or if the Portfolio has not attracted significant allocations. If a Portfolio is discontinued, we may substitute shares of another Portfolio or shares of another investment company for the discontinued Portfolio's shares; *provided however*, any share substitution will comply with the requirements of the 1940 Act. If you are contributing to a Sub-Account corresponding to a Portfolio that is being discontinued, we will provide notice prior to the Portfolio's elimination.

Application and Initial Contributions

The first step to purchasing the Schwab OneSource Annuity is to complete your Contract application and submit it with your initial minimum Contribution of \$5,000. Initial Contributions can be made by check (payable to Great-West Life & Annuity Insurance Company of New York) or transferred from a Schwab brokerage account. You also may purchase the Contract through a 1035 Exchange provided that the contract you are exchanging for the Schwab OneSource Annuity has a cash value of at least \$5,000.

The Contract application and any initial Contributions made by check should be sent to Schwab Insurance Services, P.O. Box 7666, San Francisco, CA 94120-7666.

If your application is complete, your Contract will be issued and your Contribution will be credited within two business days after receipt by Great-West. Acceptance is subject to sufficient information in a form acceptable to us. We reserve the right to reject any application or Contribution.

If your application is incomplete, it will be completed from information Schwab has on file or you will be contacted by telephone or email to obtain the required information. If the information necessary to complete your application is not received within five business days, we will return to you both your check and the application. If you provide consent we will retain the initial Contribution and credit it as soon as we have completed your application.

Right of Cancellation Period

During the Right of Cancellation period (ten-days required by New York state law and 60 days if the contract is a replacement), you may cancel your Contract. During the Right of Cancellation period, all Contributions will first be allocated to the Schwab Government Money Market Sub-Account and will remain there until the next Transaction Date following the end of the Right of Cancellation period plus five calendar days. If you exercise your Right of Cancellation, you must return the Contract to Great-West or to the representative from whom you purchased it.

Generally, Contributions will be allocated to the Sub-Accounts you selected on the application, effective after the Right of Cancellation Period. During the Right of Cancellation period, you may change your Sub-Account allocations as well as your allocation percentages. Any changes made during the Right of Cancellation period will take effect after the Right of Cancellation period has expired.

Contracts returned during the Right of Cancellation period will be void from the date we issued the Contract. In New York, we will refund the greater of (i) Contributions (less any withdrawals and distributions taken during the Right of Cancellation period), or (ii) the Annuity Account Value.

Amounts contributed from a 1035 Exchange of the Schwab Select Annuity Contract will be immediately allocated to the Sub-Accounts you have selected. If the Contract is returned, it will be void from the start. In many states, we will refund the Annuity Account Value (less any surrenders, withdrawals, and distributions already received) effective as of the Transaction Date the Contract is returned and received by us. This amount may be an amount that is higher or lower than your Contribution from the Schwab Select Annuity Contract, which means that you bear the investment risk during the Right of Cancellation period. New York state requires that we return the greater of: (a) Contributions received (less any surrenders, withdrawals, and distributions taken during the Right of Cancellation period), or (b) the Annuity Account Value effective as of the Transaction Date the Contract is returned and received by us.

Subsequent Contributions

Once your application is complete and we have received your initial Contribution, you can make subsequent Contributions at any time prior to the Payout Commencement Date, as long as the Annuitant is living. Additional Contributions must be at least \$500; or \$100 if made via an Automatic Bank Draft Plan. Total Contributions may exceed \$1,000,000 only with our prior approval.

Subsequent Contributions can be made by check or via an Automatic Bank Draft Plan directly from your bank or savings account. You can designate the date you would wish your subsequent Contributions deducted from your account each month. If you make subsequent Contributions by check, your check should be payable to Great-West.

We will allocate the subsequent Contributions to the Sub-Accounts selected by you and in the proportion Requested by you. If there are no accompanying instructions, Sub-Account allocations will be made in accordance with standing instructions. Allocations will be effective on the Transaction Date.

You will receive a confirmation of each Contribution you make upon its acceptance. Subsequent Contributions are credited the day they are received in the Annuity Service Center at Great-West if they are received on a day the New York Stock Exchange is open and received prior to 4 p.m. ET. Subsequent Contributions received on days the New York Stock Exchange is closed or received after 4 p.m. ET on a day the New York Stock Exchange is open, will be credited the next business day.

If you cancel a purchase payment or if your check is returned due to insufficient funds, you will be responsible for any losses or fees imposed by your bank and losses that may be incurred as a result of any decline in the value of the cancelled purchase. We reserve the right to refrain from allocating Contributions to your selected Sub-Accounts until we are notified by your bank that your check has cleared.

Great-West reserves the right to modify the limitations set forth in this section.

Annuity Account Value

Before the Annuity Commencement Date, the value of your Contract is the Annuity Account Value, which, before your Annuity Commencement Date, is the total dollar amount of all accumulation units credited to you for each Sub-Account. Initially, the value of each accumulation unit was set at \$10.00.

Each Sub-Account's value prior to the Payout Commencement Date is equal to:

- net Contributions allocated to the corresponding Sub-Account,
- **plus or minus** any increase or decrease in the value of the assets of the Sub-Account due to investment results,
- **minus** the daily mortality and expense risk charge, and
- **minus** any withdrawals or Transfers from the Sub-Account.

The value of a Sub-Account's assets is determined at the end of each day that the New York Stock Exchange is open for regular business (a valuation date). A valuation period is the period between successive valuation dates. It begins at the close of the New York Stock Exchange (generally 4:00 p.m. ET) on each valuation date and ends at the close of the New York Stock Exchange on the next succeeding valuation date.

The Annuity Account Value is expected to change from valuation period to valuation period, reflecting the investment experience of the selected Sub-Account(s), as well as the deductions for applicable charges.

Upon allocating Contributions to a Sub-Account you will be credited with variable accumulation units in that Sub-Account. The number of accumulation units you will be credited is determined by dividing the portion of each Contribution allocated to the Sub-Account by the value of an accumulation unit. The value of the accumulation unit is determined and credited at the end of the valuation period during which the Contribution was received.

Each Sub-Account's accumulation unit value is established at the end of each valuation period. It is calculated by multiplying the value of that unit at the end of the prior valuation period by the Sub-Account's Net Investment Factor for the valuation period. The formula used to calculate the Net Investment Factor is discussed in Appendix B.

Unlike a brokerage account, amounts held under a Contract are not covered by the Securities Investor Protection Corporation ("SIPC").

Transfers

At any time while your Contract is in force, you may Transfer all or part of your Annuity Account Value among and between the Sub-Accounts by telephone, in writing by sending a Request to the Annuity Service Center, or through the Internet at www.schwab.retirementpartner.com where you may make the Transfer. Incoming Transfers to closed Sub-Accounts are not permitted.

Your Request must specify:

- the amounts being Transferred,
- the Sub-Account(s) from which the Transfer is to be made, and
- the Sub-Account(s) that will receive the Transfer.

Any limitation on Transfers among Sub-Accounts that you can make during any Contract year is set forth on your Contract Data Page. Currently, we impose no charge for Transfers you make in excess of this amount. However, we reserve the right to impose such a charge in the future. If we choose to exercise this right we will notify you by sending you a supplement to this Prospectus, in accordance with all applicable regulations.

A Transfer generally will be effective on the date the Request for Transfer is received by the Annuity Service Center if received before 4:00 p.m. ET. Any Transfer Request received after 4:00 p.m. ET becomes effective on the following business day we and the New York Stock Exchange are open for business. Under current tax law, there will not be any tax liability to you if you make a Transfer.

Transfers involving the Sub-Accounts will result in the purchase and/or cancellation of accumulation units having a total value equal to the dollar amount being transferred. The purchase and/or cancellation of such units is made using the value of the Sub-Accounts as of the end of the valuation date on which the Transfer is effective.

We reserve the right without prior notice to modify, restrict, suspend, or eliminate the Transfer privileges (including telephone and/or Internet Transfers) at any time.

At present, we do not impose minimums on amounts that must be transferred. However, we reserve the right to impose, from time to time, minimum dollar amounts that may be transferred from a Sub-Account.

We also reserve the right to impose, from time to time, minimum dollar amounts that must remain in a Sub-Account after giving effect to a Transfer from that Sub-Account. At present, we do not impose any such minimums.

Market Timing and Excessive Trading

The Contracts are intended for long-term investment and not for the purpose of market timing or excessive trading activity. Market timing activity may dilute the interests of Contract Owners in the underlying Portfolios. Market timing generally involves frequent or unusually large Transfers that are intended to take advantage of short-term fluctuations in the value of a Portfolio's portfolio securities and the reflection of that change in the Portfolio's share price. In addition, frequent or unusually large Transfers may harm performance by increasing Portfolio expenses and disrupting Portfolio management strategies. For example, excessive trading may result in forced liquidations of portfolio securities or cause the Portfolio to keep a relatively higher cash position, resulting in increased brokerage costs and lost investment opportunities.

We maintain procedures designed to prevent or minimize market timing and excessive trading (collectively, "prohibited trading") by Owners. As part of those procedures, certain of the Portfolios have instructed us to perform standardized trade monitoring, while other Portfolios perform their own monitoring and request reports of the Owner's trading activity if prohibited trading is suspected. If an Owner's trading activity is determined to constitute prohibited trading, as defined by the applicable Portfolio, Great-West will notify the Owner that a trading restriction will be implemented if the Owner does not cease the prohibited trading. Some Portfolios may require that trading restrictions be implemented immediately without warning, in which case we will notify the Owner of the restriction imposed by the Portfolio(s), as applicable.

If a Portfolio determines, or, for Portfolios for which we perform trade monitoring, we determine based on the applicable Portfolio's definition of prohibited trading, that the Owner continues to engage in prohibited trading, we will restrict the Owner from making Transfers into the identified Portfolio(s) for the period of time specified by the Portfolio(s). Restricted Owners will be permitted to make Transfers out of the identified Portfolio(s) to other available Portfolio(s). When the Portfolio's restriction period has been met, the Owner will automatically be allowed to resume Transfers into the identified Portfolio(s).

For Portfolios that perform their own monitoring, the Series Account does not impose trading restrictions unless or until a Portfolio first detects and notifies us of prohibited trading activity. Accordingly, we cannot prevent all prohibited trading activity before it occurs, as it may not be possible to identify it unless and until a trading pattern is established. To the extent such Portfolios do not detect and notify us of prohibited trading or the trading restrictions we impose fail to curtail it, it is possible that a market timer may be able to make prohibited trading transactions with the result that the management of the Portfolios may be disrupted and the Owners may suffer detrimental effects such as increased costs, reduced performance, and dilution of their interests in the affected Portfolios.

We endeavor to ensure that our procedures are uniformly and consistently applied to all Owners, and we do not exempt any persons from these procedures. We do not enter into agreements with Owners whereby we permit prohibited trading. Subject to applicable state law and the terms of each Contract, we reserve the right without prior notice to modify, restrict, suspend or eliminate the Transfer privileges (including telephone Transfers) at any time, to require that all Transfer Requests be made by you and not by your designee, and to require that each Transfer Request be made by a separate communication to us. We also reserve the right to require that each Transfer Request be submitted in writing and be signed by you.

The Portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares. The prospectuses for the Portfolios should describe any policies and procedures relating to restricting prohibited trading. The frequent trading policies and procedures of a Portfolio may be different, and more or less restrictive, than the frequent trading policies and procedures of other Portfolios and the policies and procedures we have adopted to discourage prohibited trading. For example, a Portfolio may impose a redemption fee. The Owner should also be aware that we are legally obligated to provide (at the Portfolios' request) information about each amount you cause to be deposited into a Portfolio (including by way of premium payments and Transfers under your Contract) or removed from the Portfolio (including by way of withdrawals and Transfers under your Contract). If a Portfolio identifies you as having violated the Portfolio's frequent trading policies and procedures, we are obligated, if the Portfolio requests, to restrict or prohibit any further deposits or exchanges by you in respect to that Portfolio. Under rules adopted by the SEC we are required to: (1) enter into a written agreement with each Portfolio or its principal underwriter that will obligate us to provide to the

Portfolio promptly upon request certain information about the trading activity of individual Owners and (2) execute instructions from the Portfolio to restrict or prohibit further purchases or Transfers by specific Owners who violate the frequent trading policies established by the Portfolio. Accordingly, if you do not comply with any Portfolio's frequent trading policies and procedures, you may be prohibited from directing any additional amounts into that Portfolio or directing any Transfers or other exchanges involving that Portfolio. You should review and comply with each Portfolio's frequent trading policies and procedures, which are disclosed in the Portfolios' current prospectuses.

We may revise our market timing and excessive trading policy and related procedures at our sole discretion, at any time and without prior notice, as we deem necessary or appropriate to comply with state or federal regulatory requirements or to impose additional or alternative restrictions on Owners engaging in prohibited trading. In addition, our orders to purchase shares of the Portfolios are generally subject to acceptance by the Portfolio, and in some cases a Portfolio may reject or reverse our purchase order. Therefore, we reserve the right to reject any Owner's Transfer Request if our order to purchase shares of the Portfolio is not accepted by, or is reversed by, an applicable Portfolio.

You should note that other insurance companies and retirement plans may also invest in the Portfolios and that those companies or plans may or may not have their own policies and procedures on frequent Transfers. You should also know that the purchase and redemption orders received by the Portfolios generally are "omnibus" orders from intermediaries such as retirement plans or separate accounts funding variable insurance contracts. Omnibus orders reflect the aggregation and netting of multiple orders from individual retirement plan Owners and/or individual Owners of variable insurance contracts. The nature of such orders may limit the Portfolios' ability to apply their respective frequent trading policies and procedures. As a result, there is a risk that the Portfolios may not be able to detect potential prohibited trading activities in the omnibus orders they receive. We cannot guarantee that the Portfolios will not be harmed by Transfer activity relating to the retirement plans and/or other insurance companies that invest in the Portfolios. If the policies and procedures of other insurance companies or retirement plans fail to successfully discourage frequent Transfer activity, it may affect the value of your investments in the Portfolios. In addition, if a Portfolio believes that an omnibus order we submit may reflect one or more Transfer Requests from an Owner engaged in frequent Transfer activity, the Portfolio may reject the entire omnibus order and thereby interfere with our ability to satisfy your Request even if you have not made frequent Transfers. For Transfers into more than one investment option, we may reject or reverse the entire Transfer Request if any part of it is not accepted by or is reversed by a Portfolio.

Automatic Custom Transfers

Dollar Cost Averaging

You may arrange for systematic Transfers from any open Sub-Account to any other open Sub-Account. (Transfers into closed Sub-Accounts are not permitted.) These systematic Transfers may be used to Transfer values from the Schwab Government Money Market Sub-Account to other Sub-Accounts as part of a dollar cost averaging strategy. Dollar cost averaging allows you to buy more units when the price is low and fewer units when the price is high. Over time, your average cost per unit may be more or less than if you invested all your money at one time. However, dollar cost averaging does not assure a greater profit, or any profit, and will not prevent or necessarily alleviate losses in a declining market. There is no charge for participating in Dollar Cost Averaging.

You can set up automatic dollar cost averaging on a monthly, quarterly, semi-annual, or annual basis. Your Transfer will be initiated on the Transaction Date one frequency period following the date of the Request. For example, if you Request quarterly Transfers on January 9, your first Transfer will be made on April 9 and every three months on the 9th thereafter. Transfers will continue on that same day each interval unless terminated by you or for other reasons as set forth in the Contract.

If there are insufficient funds in the applicable Sub-Account on the date your Transfer is scheduled, your Transfer will not be made. However, your dollar cost averaging Transfers will resume once there are sufficient funds in the applicable Sub-Account. Dollar cost averaging will terminate automatically when you start taking payouts from the Contract. Dollar cost averaging Transfers must meet the following conditions:

- The minimum amount that can be Transferred out of the selected Sub-Account is \$100.
- You must: (1) specify the dollar amount to be Transferred, (2) designate the Sub-Account(s) to which the Transfer will be made, and (3) designate the percentage of the dollar amount to be allocated to each Sub-Account into which you are Transferring money. The accumulation unit values will be determined on the Transfer date.

How dollar cost averaging works:

Month	Contribution	Units Purchased	Price per unit
Jan.	\$250	10	\$25.00
Feb.	250	12	20.83
Mar.	250	20	12.50
Apr.	250	20	12.50
May	250	15	16.67
June	250	12	20.83

Average market value per unit \$18.06
Investor's average cost per unit \$16.85

In the chart above, if all units had been purchased at one time at the highest unit value of \$25.00, only 60 units could have been purchased with \$1500. By contributing smaller amounts over time, dollar cost averaging allowed 89 units to be purchased with \$1500 at an average unit price of \$16.85. This investor purchased 29 more units at \$1.21 less per unit than the average market value per unit of \$18.06.

You may not participate in dollar cost averaging and Rebalancer at the same time.

Great-West reserves the right to modify, suspend, or terminate dollar cost averaging at any time.

Rebalancer

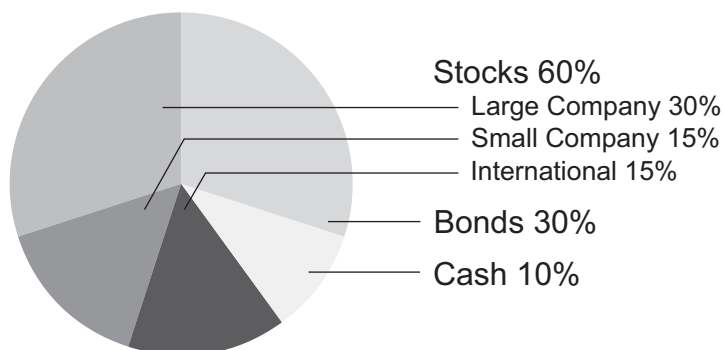
Over time, variations in each Sub-Account's investment results will change your Sub-Account allocation plan percentages. Rebalancer allows you to automatically reallocate your Annuity Account Value to maintain your desired Sub-Account allocation. Participation in Rebalancer does not assure a greater profit, or any profit, nor will it prevent or necessarily alleviate losses in a declining market. There is no charge for participating in Rebalancer.

You can set up Rebalancer as a one-time Transfer or on a quarterly, semi-annual, or annual basis. If you select to rebalance only once, the Transfer will take place on the Transaction Date of the Request.

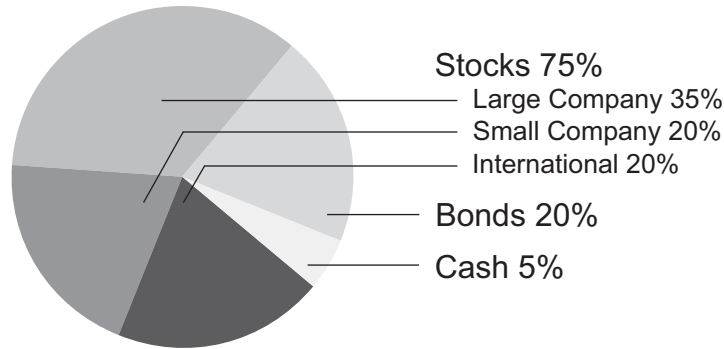
If you select to rebalance on a quarterly, semi-annual, or annual basis, the first Transfer will be initiated on the Transaction Date one frequency period following the date of the Request. For example, if you Request quarterly Transfers on January 9, your first Transfer will be made on April 9 and every three months on the 9th thereafter. Transfers will continue on that same day each interval unless terminated by you or for other reasons as set forth in the Contract.

How Rebalancer works:

Suppose you purchased your annuity and you decided to allocate 60% of your initial Contribution to Sub-Accounts that invest in stocks; 30% to Sub-Accounts that invest in bonds and 10% to Sub-Accounts that invest in cash equivalents as in this pie chart:



Now assume that stock Portfolios outperform bond Portfolios and cash equivalents over a certain period of time. Over this period, the unequal performance may alter the Sub-Account allocation of the above hypothetical plan to look like this:



Rebalancer automatically reallocates your Annuity Account Value to maintain your desired Sub-Account allocation. In this example, the Sub-Account allocation would be reallocated back to 60% in Sub-Accounts that invest in stocks; 30% in Sub-Accounts that invest in bonds; 10% in Sub-Accounts that invest in cash equivalents.

On the Transaction Date for the specified Request, assets will be automatically reallocated to the Sub-Accounts you selected. The Rebalancer option will terminate automatically when you start taking payouts from the Contract.

Rebalancer Transfers must meet the following conditions:

- Your entire Annuity Account Value must be included (except for Sub-Accounts that are closed to new Contributions and incoming Transfers).
- You must specify the percentage of your Annuity Account Value that you wish allocated to each Sub-Account and the frequency of rebalancing. You may modify the allocations or stop the Rebalancer option at any time.
- You may **not** participate in dollar cost averaging and Rebalancer at the same time.

Great-West reserves the right to modify, suspend, or terminate the Rebalancer option at any time.

Cash Withdrawals

You may withdraw all or part of your Annuity Account Value at any time during the life of the Annuitant and prior to the Annuity Commencement Date by submitting a withdrawal Request to the Annuity Service Center. Withdrawals are subject to the rules below and federal or state laws, rules, or regulations may also apply. The amount payable to you if you surrender your Contract is your Annuity Account Value, less any applicable Premium Tax. No withdrawals may be made after the Annuity Commencement Date.

If you Request a partial withdrawal, your Annuity Account Value will be reduced by the dollar amount withdrawn and your Death Benefit, if you chose Option 2, will be reduced as a sum of all Proportional Withdrawals from each Sub-Account from which partial withdrawals were made by you.

Partial withdrawals are generally unlimited in frequency. However, you must specify the Sub-Account(s) from which the withdrawal is to be made. After any partial withdrawal, if your remaining Annuity Account Value is less than \$2,000, then a full surrender may be required. The minimum partial withdrawal is \$500.

The following terms apply to withdrawals:

- Partial withdrawals or surrenders are not permitted after the Annuity Commencement Date.
- A partial withdrawal or a surrender will be effective upon the Transaction Date.

Withdrawal Requests must be in writing with your original signature. If your instructions are not clear, your Request will be denied and no surrender or partial withdrawal will be processed.

If a partial withdrawal is made within 30 days of the date annuity payouts are scheduled to commence, Great-West may delay the Annuity Commencement Date by 30 days.

After a withdrawal of all of your Annuity Account Value, or at any time that your Annuity Account Value is zero, all your rights under the Contract will terminate.

Tax consequences of withdrawals are detailed below, but you should consult a competent tax advisor prior to authorizing a withdrawal from your Annuity Account Value.

Great-West generally will pay the Surrender Value in a single sum within 7 days after receipt of the Request. Great-West may delay payment for: (a) any period (i) during which the New York Stock Exchange is closed (other than customary weekend and holiday closings); or (ii) during which trading on the New York Stock Exchange is restricted; (b) any period during which an emergency exists as a result of which (i) disposal of the Series Account owned by it is not reasonably practicable; or (ii) it is not reasonably practicable for the Series Account to determine the value of its net assets; or (c) any other period as the SEC may by order permit for the protection of security holders.

Withdrawals to Pay Investment Manager or Financial Advisor Fees

You may Request partial withdrawals from your Annuity Account Value and direct us to remit the amount withdrawn directly to your designated Investment Manager or Financial Advisor (collectively “Consultant”). A withdrawal Request for this purpose must meet the \$100 minimum withdrawal requirements and comply with all terms and conditions applicable to partial withdrawals, as described above. Tax consequences of withdrawals are detailed below, but you should consult a competent tax advisor prior to authorizing a withdrawal from your Annuity Account to pay Consultant fees.

Tax Consequences of Withdrawals

Withdrawals made for any purpose may be taxable—including payments made by us directly to your Consultant.

In addition, the Code may require us to withhold federal income taxes from withdrawals and report such withdrawals to the Internal Revenue Service (“IRS”). If you Request partial withdrawals to pay Consultant fees, your Annuity Account Value will be reduced by the sum of the fees paid to the Consultant and the related withholding.

You may elect, in writing, to have us not withhold federal income tax from withdrawals, unless withholding is mandatory for your Contract. If you are younger than 59½, the taxable portion of any withdrawal is generally considered to be an early withdrawal and may be subject to an additional federal penalty tax of 10%.

Some states also require withholding for state income taxes. For details about withholding, please see “Federal Tax Matters” below.

Telephone, Fax and Internet Transactions

You may make Transfer Requests by telephone, fax and/or by Internet. Transfer Requests received before 4:00 p.m. ET on days the New York Stock Exchange is open for business will be made on that day at that day’s unit value. Those received after 4:00 p.m. ET will be made on the next business day we and the New York Stock Exchange are open for business, at that day’s unit value.

We will use reasonable procedures to confirm that instructions communicated by telephone, fax and/or Internet are genuine, such as:

- requiring some form of personal identification prior to acting on instructions;
- providing written confirmation of the transaction; and/or
- tape recording the instructions given by telephone.

If we follow such procedures we will not be liable for any losses due to unauthorized or fraudulent instructions.

We reserve the right to suspend telephone, fax and/or Internet transaction privileges at any time, for some or all Contracts, and for any reason. Neither partial withdrawals nor surrenders are permitted by telephone. All Requests for full surrenders, periodic withdrawals, and partial withdrawals in excess of \$25,000 must be in writing.

Death Benefit

At the time you apply to purchase the Contract, you select one of the two Death Benefit options we offer. For Option 1, the Owner, Annuitant, and Contingent Annuitant each must be age 85 or younger at the time the Contract is issued. For Option 2, the Owner,

Annuitant, and Contingent Annuitant each must be age 80 or younger at the time the Contract is issued. For a full description of the circumstances under which we pay the Death Benefit, please see “Distribution of Death Benefit” below.

If you have selected Death Benefit Option 1, the amount of the Death Benefit will be the Annuity Account Value as of the date we receive a Request for the payout of the Death Benefit, minus any Premium Tax.

If you have selected Death Benefit Option 2, the amount of the Death Benefit will be the greater of:

- the Annuity Account Value as of the date we receive a Request for the payout of the Death Benefit, minus any Premium Tax; or
- the sum of all Contributions, minus any Proportional Withdrawals and minus any Premium Tax.

For example, in a rising market, where an Owner contributed \$100,000 which increased to \$200,000 due to market appreciation and then withdrew \$150,000, the new balance is \$50,000 and the Proportional Withdrawal is 75% ($\$150,000/\$200,000 = 75\%$). This 75% Proportional Withdrawal is calculated against the total Contribution amount of \$100,000 for a Death Benefit equal to the greater of the Annuity Account Value (\$50,000) or total Contributions reduced by 75% (\$100,000 reduced by 75%, or \$25,000). Here, the Death Benefit would be \$50,000.

Separately, if the Owner withdrew \$50,000, or 25% of the Annuity Account Value, for a new balance of \$150,000, the Death Benefit remains the greater of the Annuity Account Value (\$150,000) or total Contributions reduced by the Proportional Withdrawal calculation (\$100,000 reduced by 25%, or \$75,000). Here, the Death Benefit is \$150,000.

If the Owner withdraws an additional \$50,000, this represents an additional Proportional Withdrawal of 33% ($\$50,000/\$150,000 = 33\%$). The Death Benefit is now equal to the greater of the Annuity Account Value (\$100,000) or total Contributions reduced by all the Proportional Withdrawal calculations (\$100,000 reduced by 25%, or \$75,000, and then reduced by 33%, or \$24,750, to equal \$50,250). Here, the Death Benefit is \$100,000.

In a declining market, where an Owner contributed \$100,000 which declined in value due to market losses to \$50,000, and the Owner then withdrew \$40,000, or 80% of Annuity Account Value, the result is a new account balance of \$10,000. When applying Proportional Withdrawals, here 80%, the Death Benefit is the greater of the Annuity Account Value (\$10,000) or total Contributions reduced by the Proportional Withdrawal calculation (\$100,000 reduced by 80%, or \$20,000). Here the death benefit is \$20,000.

The difference between the two Death Benefit options we offer is that the amount payable upon death (the Death Benefit) is based on different criteria for each option and there is a different Mortality and Expense Risk Charge for each. Option 2 provides for the return of Contributions in the event that amount is greater than the Annuity Account Value (minus any Premium Tax). This could happen, for example, if the Death Benefit becomes payable soon after the Contract is purchased (say, one to three years) and, during those years, while Contributions are being made, the investment markets generally are in decline. Under these circumstances, it is possible that the performance of the Sub-Accounts you select may cause the Annuity Account Value to be less than the total amount of Contributions. If you had selected Death Benefit Option 2 in this example, your Beneficiary would receive the greater amount, in this case, the sum of all Contributions (minus any Premium Tax and minus any Proportional Withdrawals). If you had selected Death Benefit Option 1 in this example, your Beneficiary would receive the lesser amount, in this case, the Annuity Account Value (minus any Premium Tax).

If you choose Death Benefit Option 1, your Mortality and Expense Risk Charge is 0.65% of the average daily value of the Sub-Accounts to which you have allocated Contributions. If you choose Death Benefit Option 2 (under which we incur greater mortality risks), your Mortality and Expense Risk Charge will be 0.85%.

The Death Benefit will become payable following our receipt of the Beneficiary’s claim in good order. When an Owner or the Annuitant dies before the Annuity Commencement Date and a Death Benefit is payable to a Beneficiary, the Death Benefit proceeds will remain invested according to the allocation instructions given by the Owner(s) until new allocation instructions are requested by the Beneficiary or until the Death Benefit is actually paid to the Beneficiary.

The amount of the Death Benefit will be determined as of the date payments commence.

However, on the date a payout Request is processed, the Annuity Account Value will be transferred to the Schwab Government Money Market Sub-Account unless the Beneficiary elects otherwise.

Subject to the distribution rules below, payout of the Death Benefit may be made as follows:

- payout in a single sum, or
- payout under any of the variable annuity options provided under this Contract.

In any event, no payout of benefits provided under the Contract will be allowed that does not satisfy the requirements of the Code and any other applicable federal or state laws, rules or regulations.

Beneficiary

You may select one or more Beneficiaries. If more than one Beneficiary is selected, they will share equally in any Death Benefit payable unless you indicate otherwise. You may change the Beneficiary any time before the Annuitant's death.

You may also select one or more Contingent Beneficiaries. You may change the Contingent Beneficiary before the Annuitant's death. If one or more primary Beneficiaries are alive within 30 days after the Annuitant's death, the Contingent Beneficiary cannot become the primary Beneficiary and any interest the Contingent Beneficiary may have in the Contract will cease.

A change of Beneficiary or Contingent Beneficiary will take effect as of the date the Request is processed, unless a certain date is specified by the Owner. If the Owner dies before the Request is processed, the change will take effect as of the date the Request was made, unless we have already made a payout or otherwise taken action on a designation or change before receipt or processing of such Request. A Beneficiary or Contingent Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary, or Contingent Beneficiary, as applicable, except as allowed by law.

The interest of any Beneficiary who dies before the Owner or the Annuitant will terminate at the death of the Beneficiary and the Contingent Beneficiary will become the Beneficiary. The interest of any Beneficiary who dies at the time of, or within 30 days after, the death of an Owner or the Annuitant will also terminate if no benefits have been paid to such Beneficiary, unless the Owner otherwise indicates by Request. The benefits will then be paid to the Contingent Beneficiary. If no Contingent Beneficiary has been designated, then the benefits will be paid as though the Beneficiary had died before the deceased Owner or Annuitant. If no Beneficiary or Contingent Beneficiary survives the Owner or Annuitant, as applicable, we will pay the Death Benefit proceeds to the Owner's estate.

If the Beneficiary is not the Owner's surviving Spouse, she/he may elect, not later than one year after the Owner's date of death, to receive the Death Benefit in either a single sum or payout under any of the variable annuity options available under the Contract, provided that:

- such annuity is distributed in substantially equal installments over the life or life expectancy of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary and
- such distributions begin not later than one year after the Owner's date of death.

If an election is not received by Great-West from a non-Spouse Beneficiary or substantially equal installments begin later than one year after the Owner's date of death, then the entire amount must be distributed within five years of the Owner's date of death. The Death Benefit will be determined as of the date the payouts begin.

If a corporation or other non-individual entity is entitled to receive benefits upon the Owner's death, the Death Benefit must be completely distributed within five years of the Owner's date of death.

Distribution of Death Benefit

Death of Annuitant Who is Not the Owner

Upon the death of the Annuitant while the Owner is living, and before the Annuity Commencement Date, we will pay the Death Benefit to the Beneficiary unless there is a Contingent Annuitant.

If a Contingent Annuitant was named by the Owner prior to the Annuitant's death, and the Annuitant dies before the Annuity Commencement Date while the Owner and Contingent Annuitant are living, no Death Benefit will be payable and the Contingent Annuitant will become the Annuitant.

If the Annuitant dies after the Annuity Commencement Date and before the entire interest has been distributed, any benefit payable must be distributed to the Beneficiary according to and as rapidly as under the payout option which was in effect on the Annuitant's date of death.

If a corporation or other non-individual is an Owner, the death of the Annuitant will be treated as the death of an Owner and the Contract will be subject to the “Death of Owner” provisions described below.

Contingent Annuitant

While the Annuitant is living, and at least 30 days prior to the Annuity Commencement Date, you may, by written Request designate or change a Contingent Annuitant from time to time. A change of Contingent Annuitant will take effect as of the date the Request is processed, unless a certain date is specified by the Owner(s). Please note you are not required to designate a Contingent Annuitant.

Death of Owner Who Is Not the Annuitant

If the Owner dies before annuity payouts commence and there is a Joint Owner who is the surviving Spouse of the deceased Owner, the Joint Owner becomes the Owner and Beneficiary and the Joint Owner may elect to take the Death Benefit or to continue the Contract in force.

If the Owner dies after annuity payouts commence and before the entire interest has been distributed while the Annuitant is living, any benefit payable will continue to be distributed to the Annuitant as rapidly as under the payout option applicable on the Owner’s date of death. All rights granted the Owner under the Contract will pass to any surviving Joint Owner and, if none, to the Annuitant.

In all other cases, we will pay the Death Benefit to the Beneficiary even if a Joint Owner (who was not the Owner’s Spouse on the date of the Owner’s death), the Annuitant and/or the Contingent Annuitant are alive at the time of the Owner’s death, unless the sole Beneficiary is the deceased Owner’s surviving Spouse who may elect to become the Owner and Annuitant and to continue the Contract in force. If the Beneficiary is a partnership, any benefits will be paid to the partnership as it existed at the time of the Owner’s or the Annuitant’s death.

Death of Owner Who Is the Annuitant

If there is a Joint Owner who is the surviving Spouse of the deceased Owner and a Contingent Annuitant, the Joint Owner becomes the Owner and the Beneficiary, the Contingent Annuitant will become the Annuitant, and the Contract will continue in force.

If there is a Joint Owner who is the surviving Spouse of the deceased Owner but no Contingent Annuitant, the Joint Owner will become the Owner, Annuitant, and Beneficiary and may elect to take the Death Benefit or continue the Contract in force.

In all other cases, we will pay the Death Benefit to the Beneficiary, even if a Joint Owner (who was not the Owner’s Spouse on the date of the Owner’s death) and/or Contingent Annuitant are alive at the time of the Owner’s death, unless the sole Beneficiary is the deceased Owner’s surviving Spouse who may elect to become the Owner and Annuitant and to continue the Contract in force.

The Owner may change the ownership while the Annuitant and Owner are living. Any change will take effect as of the date the signed written Request is received by us at the Annuity Service Center, unless a different date is specified by the Owner. If the Owner wishes to specify a specific date, that date must be within 60 days of the Owner’s signature. The change will not take effect if any other action was taken by the Owner or payout was made by Great-West before the requested change was processed.

Charges and Deductions

No amounts will be deducted from your Contributions except for any applicable Premium Tax. As a result, the full amount of your Contributions (less any applicable Premium Tax) is invested in the Contract.

As more fully described below, charges under the Contract are assessed only as deductions for:

- Premium Tax, if applicable; and/or
- Charges against your Annuity Account Value for our assumption of mortality and expense risks.

The Contract may be available for use with investment accounts at Schwab that charge an annual fee in lieu of sales charges or an investment advisory fee. Fees for these accounts would be specified in the respective account agreements. Any fees and expenses associated with these accounts will be separate from and in addition to the fees and expenses associated with the Contract. You should consult with your Financial Advisor for more details.

Mortality and Expense Risk Charge

We deduct a Mortality and Expense Risk Charge from your Annuity Account Value at the end of each valuation period to compensate us for bearing certain mortality and expense risks under the Contract. If you select Death Benefit Option 1, this is a daily charge equal to an effective annual rate of 0.65%. We guarantee that this charge will never increase beyond 0.65%. If you select Death Benefit Option 2, the Mortality and Expense Risk Charge is a daily charge equal to an effective annual rate of 0.85%. We guarantee that this charge will never increase beyond 0.85%.

The Mortality and Expense Risk Charge is reflected in the unit values of each of the Sub-Accounts you have selected. Thus, this charge will continue to be applicable should you choose a variable annuity payout option or a periodic withdrawal option.

Annuity Account Values and annuity payouts are not affected by changes in actual mortality experience incurred by us. The mortality risks assumed by us arise from our contractual obligations to make annuity payouts determined in accordance with the annuity tables and other provisions contained in the Contract. This means that you can be sure that neither the Annuitant's longevity nor an unanticipated improvement in general life expectancy will adversely affect the annuity payouts under the Contract.

The expense risk assumed is the risk that our actual expenses in administering the Contracts and the Series Account will be greater than we anticipated.

The Mortality and Expense Risk Charge is higher for Owners who have selected Death Benefit Option 2 because we bear substantial risk in connection with that option. Specifically, we bear the risk that we may be required to pay an amount to your Beneficiary that is greater than your Annuity Account Value.

If the Mortality and Expense Risk Charge is insufficient to cover actual costs and risks assumed, the loss will fall on us. If this charge is more than sufficient, any excess will be profit to us. Currently, we expect a profit from this charge. Our expenses for distributing the Contracts will be borne by our general assets, which include profits from this charge.

Expenses of the Portfolios

The values of the assets in the Sub-Accounts reflect the values of the Sub-Accounts' respective Portfolio shares and therefore the fees and expenses paid by each Portfolio. Fees and expenses are deducted from the assets of the Portfolios and are described in each Portfolio's prospectus. You bear these costs indirectly when you allocate to a Sub-Account.

Payments we Receive

Some of the Portfolios' investment advisers or administrators may compensate us for providing administrative services in connection with the Portfolios or cost savings experienced by the investment advisers or administrators of the Portfolios. Such compensation is typically a percentage of the value of the assets invested in the relevant Sub-Accounts and generally may range up to 0.35% annually of net assets. GWFS Equities, Inc. ("GWFS") is the principal underwriter and distributor of the Contracts and may also receive Rule 12b-1 fees (ranging up to 0.25% annually of net assets) directly from certain Portfolios for providing distribution related services related to shares of the Portfolios offered in connection with a Rule 12b-1 plan. If GWFS receives 12b-1 fees, combined compensation for administrative and distribution related services generally ranges up to 0.60% annually of the assets invested in the relevant Sub-Accounts.

Premium Tax

We may be required to pay state Premium Taxes or retaliatory taxes, ranging from 0% to 3.5%, in connection with Contributions or values under the Contracts. Currently, due to our total mix of business, our Premium Tax rate in New York for annuities is 0%. In the future, if we are required to pay Premium Taxes, we may deduct charges for the Premium Taxes we incur with respect to your Contributions, from amounts withdrawn, or from amounts applied on the Payout Commencement Date.

Other Taxes

Under present laws, we will incur state or local taxes (in addition to the Premium Tax described above) in several states. No charges are currently deducted for taxes other than Premium Tax. However, we reserve the right to deduct charges in the future for federal, state, and local taxes or the economic burden resulting from the application of any tax laws that we determine to be attributable to the Contract.

Payout Options

During the Distribution Period, you can choose to receive payouts in three ways—through periodic withdrawals, variable annuity payouts or a single, lump-sum payment.

You may change the Payout Commencement Date within 30 days prior to commencement of payouts. The Annuity Commencement Date may not be earlier than 13 months after the Effective Date of the Contract.

Periodic Withdrawals

You may Request that all or part of the Annuity Account Value be applied to a periodic withdrawal option. All Requests for periodic withdrawals must be in writing. The amount applied to a periodic withdrawal is the Annuity Account Value, less Premium Tax, if any.

In Requesting periodic withdrawals, you must elect:

- The withdrawal frequency of either 1-, 3-, 6- or 12-month intervals;
- A minimum withdrawal amount of at least \$100;
- The calendar day of the month on which withdrawals will be made; and
- One of the periodic withdrawal payout options discussed below—you may change the withdrawal option and/or the frequency once each calendar year.

Your withdrawals may be prorated across the Sub-Accounts in proportion to their assets. Or, they can be made from specific Sub-Account(s) until they are depleted. After that, we will automatically prorate the remaining withdrawals against any remaining Sub-Account assets unless you Request otherwise.

While periodic withdrawals are being received:

- You may continue to exercise all contractual rights, except that no Contributions may be made.
- You may keep the same Sub-Accounts as you had selected before periodic withdrawals began.
- Charges and fees under the Contract continue to apply.

Periodic withdrawals will cease on the earlier of the date:

- The amount elected to be paid under the option selected has been reduced to zero.
- The Annuity Account Value is zero.
- You Request that withdrawals stop.
- You purchase an annuity payout option.
- The Owner or the Annuitant dies.

If periodic withdrawals stop, you may resume making Contributions. However, we may limit the number of times you may restart a periodic withdrawal program.

Periodic withdrawals made for any purpose may be taxable, subject to withholding and to the 10% federal penalty tax if you are younger than age 59½.

If you choose to receive payouts from your Contract through **periodic withdrawals**, you may select from the following payout options:

Income for a specified period (at least 36 months)—You elect the length of time over which withdrawals will be made. The amount paid will vary based on the duration you choose.

Income of a specified amount (at least 36 months)—You elect the dollar amount of the withdrawals. Based on the amount elected, the duration may vary.

Any other form of periodic withdrawal acceptable to Great-West which is for a period of at least 36 months.

In accordance with the provisions outlined in this section, you may Request a periodic withdrawal to remit fees paid to your Consultant. There may be income tax consequences to any periodic withdrawal made for this purpose. Please see “Cash Withdrawals” above.

Annuity Payouts

You can choose the date that you wish annuity payouts to start either when you purchase the Contract or at a later date. If you do not select a Payout Commencement Date, payouts will begin on the Annuitant's 99th birthday. You can change your selection at any time up to 30 days before the annuity date that you have selected.

If you have not elected a payout option within 30 days of the Annuity Commencement Date, your Annuity Account Value will be paid out as a variable life annuity with a guaranteed period of 20 years.

The amount to be paid out will be based on the Annuity Account Value, minus any Premium Tax, on the Annuity Commencement Date. The minimum amount that may be withdrawn from the Annuity Account Value to purchase an annuity payout option is \$2,000. If your Annuity Account Value is less than \$2,000, we may pay the amount in a single sum subject to the Contract provisions applicable to a partial withdrawal.

If you choose to receive **variable annuity payouts** from your Contract, you may select from the following payout options:

Variable life annuity with guaranteed period—This option provides for payouts during a guaranteed period or for the lifetime of the Annuitant, whichever is longer. The guaranteed period may be 5, 10, 15, or 20 years. Upon the death of the Annuitant, the Beneficiary will receive the remaining payouts at the same interval elected by the Owner.

Variable life annuity without guaranteed period—This option provides payouts during the lifetime of the Annuitant. The annuity terminates with the last payout due prior to the death of the Annuitant. Because no minimum number of payouts is guaranteed, this option may offer the maximum level of payouts. It is possible that only one payout may be made if the Annuitant dies before the date on which the second payout is due.

Under an annuity payout option, you can receive payouts monthly, quarterly, semi-annually or annually in payments which must be at least \$50. We reserve the right to make payouts using the most frequent payout interval which produces a payout of at least \$50. Once annuity payouts commence, you cannot make Contributions or take withdrawals, other than your annuity payouts.

If you elect to receive a single sum payment, the amount paid is the Surrender Value.

Amount of First Variable Payout

The first payout under a variable annuity payout option will be based on the value of the amounts held in each Sub-Account you have selected on the first valuation date preceding the Annuity Commencement Date. It will be determined by applying the appropriate rate to the amount applied under the payout option. The rate applied reflects an assumed investment return ("AIR") of 5%.

For annuity options involving life income, the actual age, year in which annuitization commences and gender of the Annuitant will affect the amount of each payout. We reserve the right to ask for satisfactory proof of the Annuitant's age. We may delay annuity payouts until satisfactory proof is received. Because payouts to older Annuitants are expected to be fewer in number, the amount of each annuity payout under a selected annuity form will be greater for older Annuitants than for younger Annuitants.

If the age of the Annuitant has been misstated, the payouts established will be made on the basis of the correct age. If payouts were too large because of misstatement, the difference with interest may be deducted by us from the next payout or payouts. If payouts were too small, the difference with interest may be added by us to the next payout. The interest rate used will be 3%.

Variable Annuity Units

The number of Annuity Units paid for each Sub-Account is determined by dividing the amount of the first payout by its Annuity Unit value on the fifth valuation date preceding the Annuity Commencement Date. The number of Annuity Units used to calculate each payout for a Sub-Account remains fixed during the Annuity Payout Period.

Amount of Variable Payouts After the First Payout

Payouts after the first will vary depending upon the investment performance of the Sub-Accounts. Your payouts will increase in amount over time if the Sub-Accounts you select earn more than the 5% AIR. Likewise, your payouts will decrease over time if the Sub-Accounts you select earn less than the 5% AIR. The subsequent amount paid from each Sub-Account is determined by multiplying (a) by (b) where

(a) is the number of Sub-Account Annuity Units to be paid and (b) is the Sub-Account Annuity Unit value on the fifth valuation date preceding the date the annuity payout is due. The total amount of each variable annuity payout will be the sum of the variable annuity payouts for each Sub-Account you have selected. We guarantee that the dollar amount of each payout after the first will not be affected by variations in expenses or mortality experience.

Transfers After the Variable Annuity Commencement Date

Once annuity payouts have begun, Transfers may be made within the variable annuity payout option among the available Sub-Accounts. Transfers after the Annuity Commencement Date will be made by converting the number of Annuity Units being Transferred to the number of Annuity Units of the Sub-Account to which the Transfer is made. The result will be that the next annuity payout, if it were made at that time, would be the same amount that it would have been without the Transfer. Thereafter, annuity payouts will reflect changes in the value of the new Annuity Units.

Other Restrictions

Once payouts start under the annuity payout option you select:

- no changes can be made in the payout option;
- no additional Contributions will be accepted under the Contract; and
- no further withdrawals, other than withdrawals made to provide annuity benefits, will be allowed.

A portion or the entire amount of the annuity payouts may be taxable as ordinary income. If, on the Annuity Commencement Date, we have not received a proper written election not to have federal income taxes withheld, we must by law withhold such taxes from the taxable portion of such annuity payouts and remit that amount to the federal government. State income tax withholding may also apply. Please see “Federal Tax Matters” below.

Seek Tax Advice

The following discussion of the federal income tax consequences is only a brief summary of general information and is not intended as tax advice to any individual. The federal income tax consequences discussed here reflect our understanding of current law and the law may change. Federal estate tax consequences and state and local estate, inheritance, and other tax consequences of ownership or receipt of distributions under a Contract depend on your individual circumstances or the circumstances of the person who receives the distribution.

You should consult a tax advisor for further information.

Federal Tax Matters

This discussion assumes that the Contract qualifies as an annuity contract for federal income tax purposes. This discussion is not intended to address the tax consequences resulting from all situations. If you are concerned about the tax implications relating to the ownership or use of the Contract, you should consult a competent tax advisor as to how the tax rules apply to you before initiating any transaction.

This discussion is based upon our understanding of the present federal income tax laws as they are currently interpreted by the IRS. No representation is made as to the likelihood of the continuation of the present federal income tax laws or of the current interpretation by the IRS. Moreover, no attempt has been made to consider any applicable New York or other tax laws.

The Contract may be purchased only on a non-tax qualified basis (“Non-Qualified Contract”). For federal income tax purposes, purchase payments made under Non-Qualified Contracts are not deductible. The ultimate effect of federal income taxes on the amounts held under a Contract, on annuity payouts, and on the economic benefit to you, the Annuitant, or the Beneficiary will depend on the tax status of the individual concerned.

Because tax laws, rules, and regulations are constantly changing, we do not make any guarantees about the Contract’s tax status.

Taxation of Annuities

Section 72 of the Code governs the taxation of annuities. An owner who is a “natural person” will not generally be taxed on increases, if any, in the value of the Annuity Account Value until a distribution of all or part of the Annuity Account Value is made (for example, withdrawals or annuity payouts under the annuity payout option elected). Also, if you make an assignment, pledge, or agreement to assign or pledge all or any portion of the Annuity Account Value, that amount will be treated as a distribution to you under the Contract. The taxable portion of a distribution (in the form of a single sum payout or an annuity) is taxable as ordinary income.

If the Owner of a Contract is a non-natural person (for example, a corporation, partnership, limited liability company or trust), the Owner must generally include in income any increase in the excess of the Annuity Account Value over the “investment in the Contract” (discussed below) during each taxable year. The rule generally does not apply, however, where the non-natural person is only the nominal Owner of a Contract and the beneficial Owner is a natural person.

This rule also does not apply where:

- The annuity Contract is acquired by the estate of a decedent.
- The Contract is a qualified funding asset for a structured settlement.
- The Contract is an immediate annuity.

The following discussion generally applies to a Contract owned by a natural person.

Withdrawals

Partial withdrawals, including periodic withdrawals that are not part of an annuity payout, are generally treated as taxable income to the extent that the Annuity Account Value immediately before the withdrawal exceeds the “investment in the Contract” at that time. Full surrenders are treated as taxable income to the extent that the amount received exceeds the “investment in the Contract.” The taxable portion of any withdrawal is taxed at ordinary income tax rates.

Annuity Payouts

Although the tax consequences will vary depending on the annuity form elected under the Contract, in general, only the portion of the annuity payout that exceeds the exclusion amount will be taxed. The exclusion amount is generally determined by a formula that establishes the ratio of the “investment in the Contract” to the expected return under the Contract. For fixed annuity payouts, in general there is no tax on the portion of each payout which represents the same ratio that the “investment in the Contract” allocated to the fixed annuity payouts bears to the total expected value of the annuity payouts for the term of the payouts (determined under Treasury Department regulations). For variable annuity payouts, in general there is no tax on the portion of each payout which represents the same ratio that the “investment in the Contract” allocated to the variable annuity payouts bears to the number of payouts expected to be made (determined by Treasury Department regulations which take into account the Annuitant’s life expectancy and the form of annuity benefits selected). However, the remainder of each annuity payout is taxable. Once the “investment in the Contract” has been fully recovered, the full amount of any additional annuity payouts is taxable. If the annuity payments stop as a result of an Annuitant’s death before full recovery of the “investment in the Contract,” you should consult a competent tax adviser regarding the deductibility of the uncovered amount.

If part of an annuity contract’s value is applied to an annuity option that provides payments for one or more lives or for a period of at least ten years, those payments may be taxed as annuity payments instead of withdrawals. Currently, we do not allow partial annuitizations under your Contract.

The taxable portion of any annuity payout is taxed at ordinary income tax rates.

Penalty Tax

There may be a federal income tax penalty imposed equal to 10% of the amount treated as taxable income. In general, however, there is **no penalty tax on distributions:**

- Made on or after the date on which the Owner reaches age 59½.
- Made as a result of death or disability of the Owner.

- Received in substantially equal periodic payouts (at least annually) for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and the Beneficiary.

For more details regarding this penalty tax and other exemptions that may be applicable, consult a competent tax advisor.

Taxation of Death Benefit Proceeds

Amounts may be distributed from the Contract because of the death of an Owner or the Annuitant. Generally such amounts are included in the income of the recipient as follows:

- If distributed in a lump sum, they are taxed in the same manner as a full withdrawal, as described above.
- If distributed under an annuity form, they are taxed in the same manner as annuity payouts, as described above.

Distribution at Death

In order to be treated as an annuity contract for federal income tax purposes, the terms of the Contract must provide the following two distribution rules:

- If the Owner dies before the date annuity payouts start, the entire Annuity Account Value must generally be distributed within five years after the date of death. If payable to a designated Beneficiary, the distributions may be paid over the life of that designated Beneficiary or over a period not extending beyond the life expectancy of that Beneficiary, so long as payouts start within one year of the Owner's death. If the sole designated Beneficiary is the Owner's Spouse, the Contract may be continued in the name of the Spouse as Owner.
- If the Owner dies on or after the date annuity payouts start, and before the entire interest in the Contract has been distributed, payments under the Contract must continue on the same or on a more rapid schedule than that provided for in the method in effect on the date of death.

If the Owner is not an individual, then for purposes of the distribution at death rules, the Primary Annuitant is considered the Owner. In addition, when the Owner is not an individual, a change in the Primary Annuitant is treated as the death of the Owner. The rules described under Distribution of Death Benefit are designed to meet these requirements.

Diversification of Investments

For a Non-Qualified Contract to be treated as an annuity for federal income tax purposes, the investments of the Sub-Accounts must be "adequately diversified" in accordance with Treasury Department Regulations. If the Series Account or a Sub-Account failed to comply with these diversification standards, a Non-Qualified Contract would not be treated as an annuity contract for federal income tax purposes and the Owner would generally be taxed, at ordinary income tax rates, on the excess of the Annuity Account Value over the "investment in the Contract."

Although we may not control the investments of the Sub-Accounts or the Portfolios, we expect that the Sub-Accounts and the Portfolios will comply with such regulations so that the Sub-Accounts will be considered "adequately diversified." Owners bear the risk that the entire Non-Qualified Contract could be disqualified as an annuity under the Code due to the failure of the Series Account or a Sub-Account to be deemed to be adequately diversified.

Owner Control

In connection with its issuance of temporary and proposed regulations under Section 817(h) in 1986, the Treasury Department announced that those regulations did not "provide guidance concerning the circumstances in which investor control of the investments of a segregated asset account may cause the investor (i.e., the Owner), rather than the insurance company to be treated as the owner of the assets in the account" (which would result in the current taxation of the income on those assets to the Owner). In Revenue Ruling 2003-91, the IRS provided such guidance by describing the circumstances under which the owner of a variable contract will not possess sufficient control over the assets underlying the contract to be treated as the owner of those assets for federal income tax purposes. Rev. Rul. 2003-91 states that the determination of whether the owner of a variable contract is to be treated as the owner of the assets held by the insurance company under the contract will depend on all of the facts and circumstances. We do not believe that the ownership rights of an Owner under the Contract would result in any Owner being treated as the owner of the assets of the Contract under Rev. Rul. 2003-91. However, we do not know whether additional guidance will be provided by the IRS on this issue and what standards may be contained in such guidance. Therefore, we reserve the right to modify the Contract as necessary to attempt to prevent a Contract Owner from being considered the owner of a pro rata share of the assets of the Contract.

Transfers, Assignments or Exchanges

A transfer of ownership of a Contract, the designation of an Annuitant, Payee, or other Beneficiary who is not also the Owner, or the exchange of a Contract may result in adverse tax consequences that are not discussed in this Prospectus.

Multiple Contracts

All deferred, Non-Qualified Annuity Contracts that Great-West (or our affiliates) issues to the same Owner during any calendar year must be treated as a single annuity contract for purposes of determining the taxable amount.

Withholding

Distributions generally are subject to withholding at rates that vary according to the type of distribution and the recipient's tax status. Recipients, however, generally are provided the opportunity to elect not to have tax withheld from distributions.

Section 1035 Exchanges

Code Section 1035 provides that no gain or loss will be recognized on the exchange of one annuity contract for another. Generally, an annuity contract issued in an exchange for another annuity contract is treated as new for purposes of the penalty and distribution at death rules.

If the initial Contribution is made as a result of an exchange or surrender of another annuity contract, we may require that you provide information relating to the federal income tax status of the previous annuity contract to us.

Under Rev. Proc. 2011-38, a partial exchange will be treated as tax-free under Code Section 1035 if there are no distributions, from either annuity, within 180 days of the partial 1035 exchange. In addition, annuity payments that satisfy the partial annuitization rule of Code Section 72(a)(2) will not be treated as a distribution from either the old or new contract. Rev. Proc. 2011-38 replaces Rev. Proc. 2008-24's automatic characterization of a transfer as a distribution taxable under Code Section 72(e) if it did not qualify as a tax-free exchange under Code Section 1035 with an analysis by the IRS, using general tax principles, to determine the substance, and thus the treatment of, the transaction. Please discuss any tax consequences concerning any contemplated or completed transactions with a competent tax advisor.

Investment Income Surtax

Distributions from Non-Qualified Annuity Contracts are considered "investment income" for purposes of the Medicare tax on investment income. Thus, in certain circumstances, a 3.8% tax may be applied to some or all of the taxable portion of distributions (e.g., earnings) to individuals, trusts, and estates whose income exceeds certain threshold amounts as follows: an amount equal to the lesser of (a) "net investment income"; or (b) the excess of a taxpayer's modified adjusted gross income over a specified income level (\$250,000 for married couples filing jointly, \$125,000 for married couples filing separately, and \$200,000 for everyone else). "Net investment income" is defined for this purpose as including the excess (if any) of gross income from annuities over allowable deductions, as such terms are defined in the Health Care and Education Reconciliation Act of 2010. The term net investment income excludes any distribution from an IRA or certain other retirement plans or arrangements. The IRS has issued regulations implementing this new provision of the law. Please consult with a competent tax advisor the impact of the Investment Income Surtax on you.

Domestic Partnerships, Civil Unions, and Same-Sex Marriages

The Internal Revenue Service's Revenue Ruling 2013-17 holds that for all federal tax purposes, including income, gift, and estate tax, the IRS will recognize same-sex marriages that are legally valid in the state in which the couple married, regardless of whether the state in which the couple currently resides would recognize the marriage. In the 2015 case, *Obergefell v. Hodges*, the U.S. Supreme Court required all states to issue marriage licenses to same-sex couples and to recognize same-sex marriages validly performed in other jurisdictions. For federal tax purposes, the term "marriage" does not include registered domestic partnerships, civil unions, or other similar formal relationships recognized under state law that are not denominated a marriage under that state's law. Therefore, domestic partners and individuals in civil unions are not treated as Spouses under the Contract. You are strongly encouraged to consult with a competent tax advisor for additional information on your state's law regarding civil unions and same-sex marriages.

Assignments or Pledges

Generally, rights in the Contract may be assigned or pledged as collateral for loans at any time during the life of the Annuitant.

If the Contract is assigned, the interest of the assignee has priority over your interest and the interest of the Beneficiary. Any amount payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Great-West. All assignments are subject to any action taken or payout made by Great-West before the assignment was processed. We are not responsible for the validity or sufficiency of any assignment.

If any portion of the Annuity Account Value is assigned or pledged as collateral for a loan, it may be treated as a distribution. Please consult a competent tax advisor for further information.

Distribution of the Contracts

We offer the Contract on a continuous basis. We have entered into a distribution agreement with Charles Schwab & Co., Inc. ("Schwab") and GWFS. Contracts are sold in New York by licensed insurance agents who are registered representatives of Schwab. Schwab is registered as a broker/dealer under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and is a member of FINRA. Schwab's principal offices are located at 211 Main Street, San Francisco, California 94105.

GWFS is the principal underwriter and distributor of the Contracts and is a wholly-owned subsidiary of Great-West Life & Annuity Insurance Company. GWFS is registered with the SEC as a broker/dealer under the Exchange Act and is a member of FINRA. Its principal offices are located at 8515 East Orchard Road, Greenwood Village, Colorado, 80111.

Great-West (or its affiliates, for purposes of this section only, collectively, "the Company") pays Schwab compensation for the promotion and sale of the Contract. Compensation paid to Schwab is not paid directly by the Owner or the Series Account. The Company intends to fund this compensation through fees and charges imposed under the Contract and payable to the Company, and from profits on payments received by the Company from Portfolios' advisers or administrators for providing administrative, marketing, and other support and services to the Portfolios. See "Expenses of the Portfolios" above. The Company pays a portion of these proceeds to Schwab for distribution services.

As compensation for distribution services and some Contract administrative services, the Company pays Schwab a fee based on an annual rate of average monthly Series Account and Fixed Account assets. The Company also may pay a marketing allowance or allow other promotional incentives or payments to Schwab in the form of cash or other compensation, as mutually agreed upon by the Company and Schwab, to the extent permitted by FINRA rules and other applicable laws and regulations. In the past, the portion of compensation relating to a marketing allowance and/or other promotional incentives or payments to Schwab has amounted to less than \$25,000 per year.

You should ask your Schwab representative for further information about what compensation he or she, or Schwab, may receive in connection with your purchase of a Contract.

Voting Rights

In general, you do not have a direct right to vote the Portfolio shares held in the Series Account. However, under current law, you are entitled to give us instructions on how to vote the shares. We will vote the shares according to those instructions at regular and special shareholder meetings. If the law changes and we can vote the shares in our own right, we may elect to do so.

Before the Annuity Commencement Date, you have the voting interest. The number of votes available to you will be calculated separately for each of your Sub-Accounts. That number will be determined by applying your percentage interest, if any, in a particular Sub-Account to the total number of votes attributable to that Sub-Account. You hold a voting interest in each Sub-Account to which your Annuity Account Value is allocated. If you select a variable annuity option, the person receiving payments will have the voting interest, and the votes attributable to the Contract will decrease as annuity payouts are made.

The number of votes of a Portfolio will be determined as of the date established by that Portfolio for determining shareholders eligible to vote at the meeting of the Portfolio. Voting instructions will be solicited by communication prior to such meeting in accordance with procedures established by the respective Portfolios.

If we do not receive timely instructions, or if Owners have no beneficial interest in shares held by us, we will vote according to the voting instructions as a proportion of all Contracts participating in the Sub-Account. Shares held by us will also be voted proportionately. The effect of proportional voting is that if a large number of Owners fail to give voting instructions, a small number of Owners may determine the outcome of the vote. If you indicate in your instructions that you do not wish to vote an item, we will apply your instructions on a pro rata basis to reduce the votes eligible to be cast.

Each person or entity having a voting interest in a Sub-Account will receive proxy material, reports, and other material relating to the appropriate Portfolio.

Please note, generally the Portfolios are not required to, and do not intend to, hold annual or other regular meetings of shareholders.

Contract Owners have no voting rights in Great-West.

Rights Reserved by Great-West

We reserve the right to make certain changes we believe would best serve the interests of Owners and Annuitants or would be appropriate in carrying out the purposes of the Contract. Any changes will be made only to the extent and in the manner permitted by applicable laws. Also, when required by law, we will obtain your approval of the changes and approval from any appropriate regulatory authority. Approval may not be required in all cases, however. Examples of the changes we may make include:

- To operate the Series Account in any form permitted under the 1940 Act or in any other form permitted by law.
- To Transfer any assets in any Sub-Account to another Sub-Account, or to one or more separate accounts; or to add, combine or remove Sub-Accounts of the Series Account.
- To substitute, for the Portfolio shares in any Sub-Account, the shares of another Portfolio or shares of another investment company or any other investment permitted by law.
- To make any changes required by the Code or by any other applicable law in order to continue treatment of the Contract as an annuity.
- To change the time or time of day that a valuation date is deemed to have ended.
- To make any other necessary technical changes in the Contract in order to conform with any action the above provisions permit us to take, including changing the way we assess charges, without increasing them for any outstanding Contract beyond the aggregate amount guaranteed.

Legal Proceedings

Currently, the Series Account is not a party to, and its assets are not subject to any material legal proceedings. Further, Great-West is not currently a party to, and its property is not currently subject to, any material legal proceedings. The lawsuits to which Great-West is a party are, in the opinion of management, in the ordinary course of business, and are not expected to have a material adverse effect on the financial results, conditions, or prospects of Great-West.

Legal Matters

Advice regarding certain legal matters concerning the federal securities laws applicable to the issue and sale of the Contract has been provided by Carlton Fields, P.A.

Commodity Exchange Act

Pursuant to Commodity Futures Trading Commission Rule 4.5, Great-West has claimed an exclusion from the definition of the term “commodity pool operator” under the Commodity Exchange Act. Therefore, it is not subject to registration or regulation as a commodity pool operator under the Commodity Exchange Act.

Cyber Security Risks

Because our variable annuity contract business is highly dependent upon the effective operation of our computer systems and those of our business partners, our business is vulnerable to disruptions from utility outages and susceptible to operational and information security risks resulting from information system failures (e.g., hardware and software malfunctions) and cyber-attacks. These risks include, among other things, the theft, misuse, corruption, and destruction of data maintained online or digitally, denial of service on our

website and other operational disruption, and unauthorized release of confidential Owner information. Such system failures and cyber-attacks affecting us, the Portfolios, intermediaries and other affiliated or third-party service providers may adversely affect us and your Annuity Account Value. For instance, system failures and cyber-attacks may interfere with our processing of Contract transactions, including the processing of Transfer Requests from our website or with the Portfolios, impact our ability to calculate Accumulation Unit values, cause the release and possible destruction of confidential Owner or business information, impede order processing, subject us and/or our service providers and intermediaries to regulatory fines litigation and financial losses and/or cause reputational damage. Cyber security risks may also impact the issuers of securities in which the Portfolios invest, which may cause the Portfolios underlying your Contract to lose value. There can be no assurance that we or the Portfolios or our service providers will avoid losses affecting your Contract due to cyber-attacks or information security breaches in the future.

Electronic Delivery of Information

Great-West will deliver information electronically only if the Owner has consented to receiving information in electronic form. We will use reasonable procedures to maintain the security of electronically delivered information. Information will be considered to be delivered to the Owner when an e-mail is received. If the Owner consents to receipt of information by electronic means, the Owner agrees to provide an e-mail address to Great-West and to keep that e-mail address current. Upon notice to the Owner, Great-West reserves the right to modify, suspend or terminate delivery of information in electronic form at any time. The Owner may terminate delivery of information in electronic form at any time by notifying the Retirement Operations Resource Center in writing. If electronic delivery of information is terminated, then such information will be delivered by mail at no charge.

Abandoned Property Requirements

Every state has unclaimed property laws that generally provide for escheatment to the state of unclaimed property (including proceeds of annuity contracts) under various circumstances. This “escheatment” is revocable, however, and the state is obligated to pay the applicable proceeds if the property owner steps forward to claim it with the proper documentation. To help prevent such escheatment, it is important that you keep your contact and other information on file with us up to date, including the names, contact information, and identifying information for Owners, Annuitants, Beneficiaries, and other payees.

Independent Registered Public Accounting Firm

The financial statements and financial highlights of each of the investment divisions of the Variable Annuity-1 Series Account of Great-West Life & Annuity Insurance Company of New York included in the Statement of Additional Information have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing in the Registration Statement. Such financial statements have so been included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing. The statutory financial statements of Great-West Life & Annuity Insurance Company of New York included in the Statement of Additional Information have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing in the Registration Statement. Such financial statements have so been included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

Available Information

You may request a free copy of the SAI. Please direct any oral, written, or electronic request for such documents to:

Annuity Service Center
P.O. Box 173920
Denver, CO 80217-3920
(800) 838-0650
AnnuityOperations@greatwest.com
www.schwab.retirementpartner.com

The SEC maintains an Internet website (www.sec.gov) that contains the SAI and other information filed electronically by Great-West concerning the Contract and the Series Account.

The SAI contains more specific information relating to the Series Account and Great-West, such as:

- general information;
- information about Great-West Life & Annuity Insurance Company of New York and the Variable Annuity-1 Series Account;

- the calculation of annuity payouts;
- postponement of payouts;
- services;
- withholding; and
- financial statements.

APPENDIX A
CONDENSED FINANCIAL INFORMATION
Selected Data for Accumulation Units outstanding Throughout Each Period
For the Periods Ended December 31

Investment Division (0.65)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
AB VPS GROWTH										
Value at beginning of period	23.53	17.60	17.52	16.17	14.37	10.79	9.54	9.48	8.30	10.00
Value at end of period	24.31	23.53	17.60	17.52	16.17	14.37	10.79	9.54	9.48	8.30
Number of accumulation units outstanding at end of period	561	282	1,481	-	-	-	-	-	-	-
AB VPS INTERNATIONAL GROWTH										
Value at beginning of period	10.49	7.82	8.45	8.67	8.83	7.83	6.82	8.15	7.27	5.24
Value at end of period	8.61	10.49	7.82	8.45	8.67	8.83	7.83	6.82	8.15	7.27
Number of accumulation units outstanding at end of period	406	406	406	406	406	948	17,086	16,954	18,717	12,899
AB VPS INTERNATIONAL VALUE										
Value at beginning of period	8.69	6.98	7.06	6.92	7.43	6.08	5.34	6.66	6.41	4.79
Value at end of period	6.67	8.69	6.98	7.06	6.92	7.43	6.08	5.34	6.66	6.41
Number of accumulation units outstanding at end of period	1,467	1,467	1,467	1,467	1,467	1,467	7,564	8,565	10,220	17,377
AB VPS REAL ESTATE INVESTMENT										
Value at beginning of period	18.02	17.03	15.90	15.88	12.75	12.32	10.23	9.44	7.52	5.85
Value at end of period	17.16	18.02	17.03	15.90	15.88	12.75	12.32	10.23	9.44	7.52
Number of accumulation units outstanding at end of period	3,466	3,470	11,021	11,466	13,016	16,422	11,292	7,416	5,402	1,119
AB VPS SMALL/MID CAP VALUE										
Value at beginning of period	23.39	20.81	16.74	17.83	16.44	11.98	10.16	11.16	8.85	10.00
Value at end of period	19.75	23.39	20.81	16.74	17.83	16.44	11.98	10.16	11.16	8.85
Number of accumulation units outstanding at end of period	2,753	2,765	4,264	2,602	2,619	2,125	6,868	6,883	5,992	4,694
ALGER LARGE CAP GROWTH										
Value at beginning of period	19.48	15.26	15.49	15.33	13.90	10.36	9.49	9.58	8.51	5.80
Value at end of period	19.78	19.48	15.26	15.49	15.33	13.90	10.36	9.49	9.58	8.51
Number of accumulation units outstanding at end of period	2,716	1,595	6,831	6,831	7,860	2,920	986	500	3,069	980
ALGER MID CAP GROWTH										
Value at beginning of period	16.50	12.79	12.75	13.04	12.15	9.00	7.80	8.56	7.21	10.00
Value at end of period	15.17	16.50	12.79	12.75	13.04	12.15	9.00	7.80	8.56	7.21
Number of accumulation units outstanding at end of period	4,050	4,051	4,050	4,050	4,050	4,050	4,050	-	-	-
AMERICAN CENTURY INVESTMENTS VP BALANCED										
Value at beginning of period	17.60	15.56	14.63	15.12	13.85	11.87	10.69	10.21	9.21	8.03
Value at end of period	16.82	17.60	15.56	14.63	15.12	13.85	11.87	10.69	10.21	8.21
Number of accumulation units outstanding at end of period	7,412	7,412	9,275	9,275	9,400	7,569	649	649	649	649
AMERICAN CENTURY INVESTMENTS VP INCOME & GROWTH										

Investment Division (0.65)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at beginning of period	20.14	16.82	14.92	15.91	14.23	10.55	9.25	9.03	7.96	10.00
Value at end of period	18.63	20.14	16.82	14.92	15.91	14.23	10.55	9.25	9.03	7.96
Number of accumulation units outstanding at end of period	1,916	3,130	3,041	3,780	3,884	4,214	4,214	4,437	4,437	3,661
AMERICAN CENTURY INVESTMENTS VP INTERNATIONAL										
Value at beginning of period	11.53	8.84	9.42	9.41	10.00					
Value at end of period	9.71	11.53	8.84	9.42	9.41					
Number of accumulation units outstanding at end of period	1,346	1,346	1,346	1,346	1,346					
AMERICAN CENTURY INVESTMENTS VP MID CAP VALUE										
Value at beginning of period	34.69	31.33	25.69	26.28	22.75	17.63	15.27	15.50	13.11	10.00
Value at end of period	30.00	34.69	31.33	25.69	26.28	22.75	17.63	15.27	15.50	13.11
Number of accumulation units outstanding at end of period	2,042	3,385	3,118	3,361	3,353	7,502	6,583	6,994	4,501	4,501
AMERICAN CENTURY INVESTMENTS VP VALUE										
Value at beginning of period	20.46	18.94	15.82	16.57	14.75	11.27	9.90	9.86	8.75	7.35
Value at end of period	18.47	20.46	18.94	15.82	16.57	14.75	11.27	9.90	9.86	8.75
Number of accumulation units outstanding at end of period	5,611	6,357	18,080	17,006	14,780	10,983	20,759	23,324	16,940	11,716
BLACKROCK GLOBAL ALLOCATION VI										
Value at beginning of period	11.61	10.26	9.92	10.06	10.00					
Value at end of period	10.69	11.61	10.26	9.92	10.06					
Number of accumulation units outstanding at end of period	6,035	6,035	8,779	2,744	4,216					
COLUMBIA VARIABLE PORTFOLIO - LARGE CAP GROWTH										
Value at beginning of period	13.34	10.50	10.00							
Value at end of period	12.71	13.34	10.50							
Number of accumulation units outstanding at end of period	1,691	1,810	1,959							
COLUMBIA VARIABLE PORTFOLIO - SELIGMAN GLOBAL TECHNOLOGY										
Value at beginning of period	26.42	19.71	16.67	15.28	12.29	9.86	9.27	12.14	10.65	10.00
Value at end of period	24.03	26.42	19.71	16.67	15.28	12.29	9.86	9.27	12.14	10.65
Number of accumulation units outstanding at end of period	2,454	2,713	1,123	1,268	1,687	1,513	-	-	360	331
COLUMBIA VARIABLE PORTFOLIO - SMALL CAP VALUE										
Value at beginning of period	31.04	27.41	20.78	22.33	21.81	16.38	14.82	15.89	12.65	10.00
Value at end of period	25.24	31.04	27.41	20.78	22.33	21.81	16.38	14.82	15.89	12.65
Number of accumulation units outstanding at end of period	511	514	514	723	514	514	1,388	1,517	2,562	2,562
DELAWARE VIP EMERGING MARKETS										
Value at beginning of period	12.54	8.98	7.94	9.34	10.00					
Value at end of period	10.49	12.54	8.98	7.94	9.34					
Number of accumulation units outstanding at end of period	8,473	3,800	-	366	366					

Investment Division (0.65)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
DELAWARE VIP SMALL CAP VALUE										
Value at beginning of period	24.71	22.19	17.00	18.24	17.35	13.08	11.55	11.79	8.97	6.85
Value at end of period	20.44	24.71	22.19	17.00	18.24	17.35	13.08	11.55	11.79	8.97
Number of accumulation units outstanding at end of period	5,281	5,281	4,539	4,886	4,886	6,946	4,401	3,805	3,105	2,234
DELAWARE VIP SMID CAP CORE										
Value at beginning of period	28.75	24.39	22.67	21.22	20.70	14.74	13.37	12.44	9.19	10.00
Value at end of period	25.10	28.75	24.39	22.67	21.22	20.70	14.74	13.37	12.44	9.19
Number of accumulation units outstanding at end of period	1,079	1,087	579	833	1,065	10,382	7,669	7,857	167	-
DREYFUS VIF APPRECIATION										
Value at beginning of period	20.45	16.16	15.08	15.56	14.49	12.04	10.97	10.13	8.84	7.26
Value at end of period	18.92	20.45	16.16	15.08	15.56	14.49	12.04	10.97	10.13	8.84
Number of accumulation units outstanding at end of period	432	1,353	1,422	3,593	3,168	20,924	32,291	31,920	26,554	22,647
DREYFUS VIF GROWTH AND INCOME										
Value at beginning of period	14.34	12.06	10.00							
Value at end of period	13.58	14.34	12.06							
Number of accumulation units outstanding at end of period	2,213	2,213	2,213							
DWS CAPITAL GROWTH VIP										
Value at beginning of period	22.67	18.07	17.45	16.17	14.40	10.77	9.34	9.84	8.49	10.00
Value at end of period	22.17	22.67	18.07	17.45	16.17	14.40	10.77	9.34	9.84	8.49
Number of accumulation units outstanding at end of period	13,510	14,041	14,536	14,360	12,787	6,873	12,129	24,190	16,399	41
DWS CORE EQUITY VIP										
Value at beginning of period	23.03	19.15	17.45	16.68	15.02	11.01	9.57	9.68	8.56	10.00
Value at end of period	21.57	23.03	19.15	17.45	16.68	15.02	11.01	9.57	9.68	8.56
Number of accumulation units outstanding at end of period	3,619	3,619	3,619	3,619	3,619	3,619	3,370	1,085	1,085	-
DWS CROCI® U.S. VIP										
Value at beginning of period	14.59	11.95	12.58	13.60	12.36	9.51	8.71	8.78	7.98	6.40
Value at end of period	12.98	14.59	11.95	12.58	13.60	12.36	9.51	8.71	8.78	7.98
Number of accumulation units outstanding at end of period	243	595	595	1,044	836	542	594	594	3,158	6,983
DWS GLOBAL SMALL CAP VIP										
Value at beginning of period	11.57	9.70								
Value at end of period	9.14	11.57								
Number of accumulation units outstanding at end of period	6,544	6,706								
DWS SMALL CAP INDEX VIP										
Value at beginning of period	22.11	19.47	16.19	17.08	16.41	11.92	10.32	10.86	8.65	6.88
Value at end of period	19.50	22.11	19.47	16.19	17.08	16.41	11.92	10.32	10.86	8.65
Number of accumulation units outstanding at end of period	20,190	24,442	21,200	21,848	22,254	4,961	5,471	7,111	6,346	6,494

Investment Division (0.65)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
DWS SMALL MID CAP VALUE VIP										
Value at beginning of period	20.17	18.37	15.81	16.23	15.48	11.52	10.19	10.92	8.93	10.00
Value at end of period	16.83	20.17	18.37	15.81	16.23	15.48	11.52	10.19	10.92	8.93
Number of accumulation units outstanding at end of period	2,070	2,182	2,287	2,406	2,842	4,025	10,211	10,211	10,212	10,325
FEDERATED FUND FOR U.S. GOVERNMENT SECURITIES II										
Value at beginning of period	12.37	12.21	12.10	12.11	11.65	11.97	11.70	11.14	10.66	10.20
Value at end of period	12.34	12.37	12.21	12.10	12.11	11.65	11.97	11.70	11.14	10.66
Number of accumulation units outstanding at end of period	10,412	9,236	9,990	1,343	1,158	1,158	19,631	26,402	22,490	31,217
FRANKLIN SMALL CAP VALUE VIP										
Value at beginning of period	21.26	19.34	14.95	16.25	16.26	12.02	10.22	10.68	8.39	10.00
Value at end of period	18.40	21.26	19.34	14.95	16.25	16.26	12.02	10.22	10.68	8.39
Number of accumulation units outstanding at end of period	2,980	2,980	4,550	1,801	1,801	182	639	592	640	757
INVESCO VI. COMSTOCK										
Value at beginning of period	21.13	18.05	15.49	16.58	15.25	11.29	9.53	9.77	8.48	10.00
Value at end of period	18.44	21.13	18.05	15.49	16.58	15.25	11.29	9.53	9.77	8.48
Number of accumulation units outstanding at end of period	920	920	4,470	4,470	5,656	3,271	-	-	-	-
INVESCO VI. GROWTH & INCOME										
Value at beginning of period	20.36	17.93	15.07	15.65	14.28	10.72	9.42	9.67	8.65	10.00
Value at end of period	17.52	20.36	17.93	15.07	15.65	14.28	10.72	9.42	9.67	8.65
Number of accumulation units outstanding at end of period	24,885	26,964	23,485	23,842	19,908	26,143	15,318	10,734	11,159	7,690
INVESCO VI. INTERNATIONAL GROWTH										
Value at beginning of period	13.86	11.34	11.47	11.82	11.85	10.03	8.73	9.43	8.41	6.26
Value at end of period	11.71	13.86	11.34	11.47	11.82	11.85	10.03	8.73	9.43	8.41
Number of accumulation units outstanding at end of period	5,704	7,342	10,833	11,341	11,642	20,198	25,157	22,661	15,815	11,437
INVESCO VI. MID CAP CORE EQUITY										
Value at beginning of period	23.67	20.73	18.40	19.29	18.60	14.53	13.18	14.17	12.50	10.00
Value at end of period	20.85	23.67	20.73	18.40	19.29	18.60	14.53	13.18	14.17	12.50
Number of accumulation units outstanding at end of period	2,535	2,535	2,535	2,535	2,535	2,535	2,535	-	-	-
INVESCO VI. SMALL CAP EQUITY										
Value at beginning of period	28.64	25.27	22.70	24.18	23.78	17.41	15.39	15.60	12.21	10.00
Value at end of period	24.16	28.64	25.27	22.70	24.18	23.78	17.41	15.39	15.60	12.21
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	-	-	-	-
INVESCO VI. TECHNOLOGY										
Value at beginning of period	15.66	11.67	11.83	11.15	10.00					
Value at end of period	15.49	15.66	11.67	11.83	11.15					
Number of accumulation units outstanding at end of period	-	-	-	-	228					

Investment Division (0.65)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
JANUS HENDERSON VIT BALANCED										
Value at beginning of period	19.56	16.66	16.07	16.11	14.98	12.59	11.18	11.10	10.33	10.00
Value at end of period	19.51	19.56	16.66	16.07	16.11	14.98	12.59	11.18	11.10	10.33
Number of accumulation units outstanding at end of period	46,143	46,619	47,440	58,849	58,966	47,653	35,246	35,172	35,135	12,963
JANUS HENDERSON VIT FLEXIBLE BOND										
Value at beginning of period	14.92	14.53	14.30	14.41	13.85	13.98	13.02	12.32	11.51	10.25
Value at end of period	14.63	14.92	14.53	14.30	14.41	13.85	13.98	13.02	12.32	11.51
Number of accumulation units outstanding at end of period	35,341	40,660	38,392	40,817	31,285	31,580	49,213	42,843	39,060	24,398
JANUS HENDERSON VIT GLOBAL RESEARCH										
Value at beginning of period	13.11	10.38	10.24	10.55	10.00					
Value at end of period	12.13	13.11	10.38	10.24	10.55					
Number of accumulation units outstanding at end of period	1,562	1,562	3,287	3,287	-					
JANUS HENDERSON VIT GLOBAL TECHNOLOGY										
Value at beginning of period	18.84	13.09								
Value at end of period	18.89	18.84								
Number of accumulation units outstanding at end of period	8,888	9,089								
LAZARD RETIREMENT EMERGING MARKETS EQUITY										
Value at beginning of period	19.87	15.64	13.04	16.41	17.32	17.66	14.56	17.87	14.66	10.00
Value at end of period	16.07	19.87	15.64	13.04	16.41	17.32	17.66	14.56	17.87	14.66
Number of accumulation units outstanding at end of period	18,838	19,485	15,218	16,264	15,087	12,665	17,921	15,596	13,441	1,643
LVIP BARON GROWTH OPPORTUNITIES										
Value at beginning of period	23.63	18.69	17.82	18.84	18.08	12.99	11.06	10.70	8.52	10.00
Value at end of period	22.55	23.63	18.69	17.82	18.84	18.08	12.99	11.06	10.70	8.52
Number of accumulation units outstanding at end of period	1,495	1,559	3,552	3,552	4,672	5,918	15,490	17,789	17,685	14,570
MFS VIT II INTERNATIONAL VALUE										
Value at beginning of period	27.89	22.14	21.46	20.31	20.22	15.94	13.84	14.18	13.12	10.00
Value at end of period	25.02	27.89	22.14	21.46	20.31	20.22	15.94	13.84	14.18	13.12
Number of accumulation units outstanding at end of period	15,745	16,591	8,585	8,835	7,909	8,507	14,985	15,211	10,552	1,181
MFS VIT UTILITIES										
Value at beginning of period	15.92	13.99	12.66	14.95	13.38	11.20	9.96	9.41	8.35	6.32
Value at end of period	15.94	15.92	13.99	12.66	14.95	13.38	11.20	9.96	9.41	8.35
Number of accumulation units outstanding at end of period	9,076	9,076	10,112	11,339	14,615	14,308	11,450	2,611	2,227	1,005
NVIT MID CAP INDEX										
Value at beginning of period	22.99	20.02	16.79	17.39	16.03	12.15	10.43	10.78	8.62	10.00
Value at end of period	20.20	22.99	20.02	16.79	17.39	16.03	12.15	10.43	10.78	8.62
Number of accumulation units outstanding at end of period	13,520	13,533	15,149	15,914	15,927	3,859	3,040	2,838	2,846	5,083

Investment Division (0.65)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
OPPENHEIMER GLOBAL										
Value at beginning of period	19.56	14.40	14.48	14.02	13.80	10.91	9.06	9.94	8.63	10.00
Value at end of period	16.87	19.56	14.40	14.48	14.02	13.80	10.91	9.06	9.94	8.63
Number of accumulation units outstanding at end of period	246	469	469	910	984	801	2,777	2,329	1,499	2,259
OPPENHEIMER INTERNATIONAL GROWTH										
Value at beginning of period	15.16	12.08	12.42	12.09	13.11	10.48	8.63	9.36	8.21	10.00
Value at end of period	12.13	15.16	12.08	12.42	12.09	13.11	10.48	8.63	9.36	8.21
Number of accumulation units outstanding at end of period	15,589	15,944	15,551	15,604	15,737	7,091	1,523	1,436	1,286	5,950
OPPENHEIMER MAIN STREET SMALL CAP										
Value at beginning of period	13.77	12.14	10.35	10.00						
Value at end of period	12.27	13.77	12.14	10.35						
Number of accumulation units outstanding at end of period	-	-	-	-						
PIMCO VIT HIGH YIELD										
Value at beginning of period	17.23	16.27	14.56	14.90	14.52	13.82	12.17	11.85	10.42	7.48
Value at end of period	16.67	17.23	16.27	14.56	14.90	14.52	13.82	12.17	11.85	10.42
Number of accumulation units outstanding at end of period	8,897	8,900	8,900	8,900	11,084	16,197	22,643	16,231	15,900	4,309
PIMCO VIT LOW DURATION										
Value at beginning of period	12.18	12.10	12.01	12.05	12.02	12.12	11.52	11.47	10.97	9.74
Value at end of period	12.14	12.18	12.10	12.01	12.05	12.02	12.12	11.52	11.47	10.97
Number of accumulation units outstanding at end of period	50,813	59,789	87,489	91,606	89,824	90,652	75,192	60,994	49,567	14,484
PIMCO VIT TOTAL RETURN										
Value at beginning of period	14.67	14.08	13.80	13.83	13.35	13.70	12.59	12.23	11.38	10.05
Value at end of period	15.50	14.67	14.08	13.80	13.83	13.35	13.70	12.59	12.23	11.38
Number of accumulation units outstanding at end of period	28,177	28,128	38,063	36,359	39,655	53,221	78,274	66,875	63,917	29,301
PIONEER FUND VCT										
Value at beginning of period	19.06	15.76	14.44	14.55	13.19	9.96	9.09	9.56	8.30	10.00
Value at end of period	18.65	19.06	15.76	14.44	14.55	13.19	9.96	9.09	9.56	8.30
Number of accumulation units outstanding at end of period	934	934	934	1,230	1,316	5,213	6,160	10,850	7,266	8,931
PIONEER MID CAP VALUE VCT										
Value at beginning of period	18.61	16.59	14.37	15.45	13.54	10.27	9.33	9.97	8.51	10.00
Value at end of period	14.88	18.61	16.59	14.37	15.45	13.54	10.27	9.33	9.97	8.51
Number of accumulation units outstanding at end of period	284	284	284	284	269	361	-	-	-	1,810
PIONEER SELECT MID CAP GROWTH VCT										
Value at beginning of period	25.75	19.93	19.34	19.15	17.62	12.45	11.71	12.06	10.09	10.00
Value at end of period	23.93	25.75	19.93	19.34	19.15	17.62	12.45	11.71	12.06	10.09
Number of accumulation units outstanding at end of period	511	678	678	-	-	587	-	-	-	-

Investment Division (0.65)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
PRUDENTIAL SERIES FUND EQUITY										
Value at beginning of period	28.67	23.03	22.43	22.14	20.77	15.72	13.98	14.63	13.21	10.00
Value at end of period	26.99	28.67	23.03	22.43	22.14	20.77	15.72	13.98	14.63	13.21
Number of accumulation units outstanding at end of period	-	-	-	-	723	723	830	830	864	-
PRUDENTIAL SERIES FUND NATURAL RESOURCES										
Value at beginning of period	10.61	10.73	8.65	12.24	15.36	14.09	14.61	18.23	14.39	10.00
Value at end of period	8.60	10.61	10.73	8.65	12.24	15.36	14.09	14.61	18.23	14.39
Number of accumulation units outstanding at end of period	-	-	-	-	-	290	1,950	987	-	-
PUTNAM VT EQUITY INCOME										
Value at beginning of period	24.09	20.41	18.08	18.77	16.77	12.75	10.75	10.00		
Value at end of period	21.90	24.09	20.41	18.08	18.77	16.77	12.75	10.75		
Number of accumulation units outstanding at end of period	13,124	13,809	18,705	19,198	19,194	9,586	6,172	5,524		
PUTNAM VT GLOBAL HEALTH CARE										
Value at beginning of period	20.11	17.55	19.93	18.61	14.68	10.43	8.58	10.00		
Value at end of period	19.86	20.11	17.55	19.93	18.61	14.68	10.43	8.58		
Number of accumulation units outstanding at end of period	95	95	2,747	5,391	4,025	8,835	6,349	6,198		
PUTNAM VT MORTGAGE SECURITIES										
Value at beginning of period	11.22	11.08	11.13	11.28	10.88	11.00	10.87	10.00		
Value at end of period	11.05	11.22	11.08	11.13	11.28	10.88	11.00	10.87		
Number of accumulation units outstanding at end of period	1,963	1,963	7,751	9,681	5,604	231	231	1,686		
PUTNAM VT MULTI-CAP CORE										
Value at beginning of period	14.74	12.05	10.79	11.08	10.00					
Value at end of period	13.55	14.74	12.05	10.79	11.08					
Number of accumulation units outstanding at end of period	-	1,056	2,408	2,408	2,408					
ROYCE CAPITAL FUND - SMALL-CAP										
Value at beginning of period	25.01	23.95	20.00	22.86	22.36	16.74	15.01	15.67	13.11	10.00
Value at end of period	22.73	25.01	23.95	20.00	22.86	22.36	16.74	15.01	15.67	13.11
Number of accumulation units outstanding at end of period	2,132	2,132	2,132	2,132	2,320	6,163	8,210	8,107	8,430	5,730
SCHWAB GOVERNMENT MONEY MARKET										
Value at beginning of period	9.56	9.58	9.64	9.70	9.77	9.83	9.89	9.96	10.02	10.07
Value at end of period	9.64	9.56	9.58	9.64	9.70	9.77	9.83	9.89	9.96	10.02
Number of accumulation units outstanding at end of period	82,705	56,722	79,447	79,212	130,893	144,556	150,222	78,208	196,082	34,349
SCHWAB S&P 500 INDEX										
Value at beginning of period	21.70	17.94	16.17	16.09	14.28	10.88	9.47	9.35	8.21	6.55
Value at end of period	20.61	21.70	17.94	16.17	16.09	14.28	10.88	9.47	9.35	8.21
Number of accumulation units outstanding at end of period	151,922	150,898	167,558	173,484	175,613	140,069	109,676	91,655	18,074	13,903

Investment Division (0.65)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
TEMPLETON FOREIGN VIP										
Value at beginning of period	13.96	12.04	11.31	12.17	13.78	11.28	9.60	10.82	10.00	
Value at end of period	11.73	13.96	12.04	11.31	12.17	13.78	11.28	9.60	10.82	
Number of accumulation units outstanding at end of period	8,452	8,452	15,343	15,468	15,551	7,546	7,583	6,622	5,808	
TEMPLETON GLOBAL BOND VIP										
Value at beginning of period	9.89	9.76	9.55	10.04	10.00					
Value at end of period	10.01	9.89	9.76	9.55	10.04					
Number of accumulation units outstanding at end of period	37,512	38,054	17,499	17,499	19,369					
THIRD AVENUE VALUE										
Value at beginning of period	13.02	11.53	10.34	11.43	11.02	9.32	7.37	9.42	8.32	10.00
Value at end of period	10.30	13.02	11.53	10.34	11.43	11.02	9.32	7.37	9.42	8.32
Number of accumulation units outstanding at end of period	1,414	1,414	1,414	1,414	1,414	1,414	2,717	2,717	2,717	4,131
TVST TOUCHSTONE BOND										
Value at beginning of period	13.16	12.78	12.76	13.01	12.59	12.71	12.01	11.29	10.59	10.00
Value at end of period	12.83	13.16	12.78	12.76	13.01	12.59	12.71	12.01	11.29	10.59
Number of accumulation units outstanding at end of period	7,404	7,422	6,118	7,680	6,479	547	8,370	9,925	5,178	-
TVST TOUCHSTONE COMMON STOCK										
Value at beginning of period	32.15	26.63	24.09	24.20	22.08	16.87	14.75	14.54	12.64	10.00
Value at end of period	29.37	32.15	26.63	24.09	24.20	22.08	16.87	14.75	14.54	12.64
Number of accumulation units outstanding at end of period	3,601	4,577	3,545	3,557	3,645	6,400	3,244	3,362	-	-
TVST TOUCHSTONE FOCUSED										
Value at beginning of period	32.26	28.57	25.42	25.09	22.33	16.67	13.99	15.88	13.14	10.00
Value at end of period	29.49	32.26	28.57	25.42	25.09	22.33	16.67	13.99	15.88	13.14
Number of accumulation units outstanding at end of period	3,695	3,695	2,904	2,904	3,050	3,546	2,999	-	-	-
TVST TOUCHSTONE SMALL COMPANY										
Value at beginning of period	34.60	29.23	24.47	24.97	23.56	17.60	15.90	15.53	12.63	10.00
Value at end of period	31.63	34.60	29.23	24.47	24.97	23.56	17.60	15.90	15.53	12.63
Number of accumulation units outstanding at end of period	3,021	2,307	1,579	1,070	1,070	3,060	3,730	4,036	3,508	3,508
VAN ECK VIP GLOBAL HARD ASSETS										
Value at beginning of period	11.77	12.09	8.48	12.86	16.05	14.65	14.30	17.28	13.51	10.00
Value at end of period	8.37	11.77	12.09	8.48	12.86	16.05	14.65	14.30	17.28	13.51
Number of accumulation units outstanding at end of period	4,570	13,064	21,780	21,870	22,863	20,066	19,812	15,856	14,421	-
VAN ECK VIP UNCONSTRAINED EMERGING MARKETS BOND										
Value at beginning of period	12.09	10.84	10.25	11.87	11.70	12.96	12.36	11.50	10.90	10.00
Value at end of period	11.27	12.09	10.84	10.25	11.87	11.70	12.96	12.36	11.50	10.90
Number of accumulation units outstanding at end of period	2,729	2,737	7,491	7,491	6,883	9,658	13,697	15,326	12,671	799

Investment Division (0.65)										
	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
WELLS FARGO VT DISCOVERY										
Value at beginning of period	25.29	19.71	18.43	18.83	18.88	13.21	11.30	11.32	8.41	10.00
Value at end of period	23.35	25.29	19.71	18.43	18.83	18.88	13.21	11.30	11.32	8.41
Number of accumulation units outstanding at end of period	256	256	256	975	1,556	1,511	1,674	945	859	3,486
WELLS FARGO VT OMEGA GROWTH										
Value at beginning of period	14.57	10.90	10.91	10.84	10.00					
Value at end of period	14.52	14.57	10.90	10.91	10.84					
Number of accumulation units outstanding at end of period	1,847	1,847	-	-	700					
WELLS FARGO VT OPPORTUNITY										
Value at beginning of period	21.22	17.73	15.90	16.52	15.05	11.60	10.10	10.76	8.75	10.00
Value at end of period	19.57	21.22	17.73	15.90	16.52	15.05	11.60	10.10	10.76	8.75
Number of accumulation units outstanding at end of period	446	446	446	446	909	576	576	847	363	1,284
Investment Division (0.85)										
	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
AB VPS GROWTH										
Value at beginning of period	23.09	17.31	17.26	15.96	14.21	10.69	9.47	9.43	8.27	10.00
Value at end of period	23.81	23.09	17.31	17.26	15.96	14.21	10.69	9.47	9.43	8.27
Number of accumulation units outstanding at end of period	397	397	397	397	397	397	397	-	-	-
AB VPS INTERNATIONAL GROWTH										
Value at beginning of period	10.29	7.69	8.33	8.56	8.73	7.75	6.77	8.11	7.25	5.24
Value at end of period	8.43	10.29	7.69	8.33	8.56	8.73	7.75	6.77	8.11	7.25
Number of accumulation units outstanding at end of period	1,296	1,296	1,296	3,014	3,014	3,014	1,407	1,652	2,931	7,141
AB VPS INTERNATIONAL VALUE										
Value at beginning of period	8.53	6.86	6.95	6.83	7.35	6.02	5.30	6.62	6.39	4.78
Value at end of period	6.53	8.53	6.86	6.95	6.83	7.35	6.02	5.30	6.62	6.39
Number of accumulation units outstanding at end of period	1,849	1,849	1,849	8,062	8,062	8,062	8,062	8,062	8,062	10,764
AB VPS REAL ESTATE INVESTMENT										
Value at beginning of period	17.68	16.73	15.66	15.67	12.61	12.20	10.15	9.39	7.50	5.84
Value at end of period	16.80	17.68	16.73	15.66	15.67	12.61	12.20	10.15	9.39	7.50
Number of accumulation units outstanding at end of period	3,821	3,850	6,883	10,710	10,733	12,043	7,757	8,493	7,382	6,269
AB VPS SMALL/MID CAP VALUE										
Value at beginning of period	22.95	20.45	16.49	17.59	16.25	11.87	10.08	11.10	8.82	10.00
Value at end of period	19.33	22.95	20.45	16.49	17.59	16.25	11.87	10.08	11.10	8.82
Number of accumulation units outstanding at end of period	-	-	309	309	382	2,317	-	-	608	-
ALGER LARGE CAP GROWTH										
Value at beginning of period	19.11	15.00	15.25	15.13	13.74	10.26	9.42	9.53	8.48	10.00

Investment Division (0.85)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at end of period	19.36	19.11	15.00	15.25	15.13	13.74	10.26	9.42	9.53	8.48
Number of accumulation units outstanding at end of period	2,969	2,969	2,799	4,714	3,748	405	405	409	337	-
ALGER MID CAP GROWTH										
Value at beginning of period	16.18	12.57	12.56	12.87	12.01	8.92	7.74	8.51	7.19	4.78
Value at end of period	14.85	16.18	12.57	12.56	12.87	12.01	8.92	7.74	8.51	7.19
Number of accumulation units outstanding at end of period	2,707	2,707	2,707	2,707	2,686	1,857	2,939	1,857	8,805	8,782
AMERICAN CENTURY INVESTMENTS VP BALANCED										
Value at beginning of period	17.27	15.29	14.41	14.92	13.70	11.76	10.61	10.16	9.18	8.02
Value at end of period	16.46	17.27	15.29	14.41	14.92	13.70	11.76	10.61	10.16	9.18
Number of accumulation units outstanding at end of period	5,368	8,889	9,388	6,670	7,040	7,583	8,647	11,387	11,387	6,129
AMERICAN CENTURY INVESTMENTS VP INCOME & GROWTH										
Value at beginning of period	19.75	16.53	14.69	15.70	14.07	10.45	9.19	8.98	7.94	6.78
Value at end of period	18.24	19.75	16.53	14.69	15.70	14.07	10.45	9.19	8.98	7.94
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	-	-	-	-
AMERICAN CENTURY INVESTMENTS VP INTERNATIONAL										
Value at beginning of period	11.45	8.80	9.39	10.00						
Value at end of period	9.62	11.45	8.80	9.39						
Number of accumulation units outstanding at end of period	-	-	-	-						
AMERICAN CENTURY INVESTMENTS VP MID CAP VALUE										
Value at beginning of period	34.10	30.85	25.36	25.98	22.54	17.50	15.19	15.45	13.09	10.00
Value at end of period	29.43	34.10	30.85	25.36	25.98	22.54	17.50	15.19	15.45	13.09
Number of accumulation units outstanding at end of period	799	889	1,399	1,174	1,151	920	-	-	-	-
AMERICAN CENTURY INVESTMENTS VP VALUE										
Value at beginning of period	20.07	18.61	15.58	16.35	14.58	11.16	9.83	9.81	8.72	7.34
Value at end of period	18.08	20.07	18.61	15.58	16.35	14.58	11.16	9.83	9.81	8.72
Number of accumulation units outstanding at end of period	7,626	7,484	7,395	8,226	10,047	10,264	11,464	7,079	4,811	3,890
BLACKROCK GLOBAL ALLOCATION VI										
Value at beginning of period	11.53	10.21	9.89	10.04	10.00					
Value at end of period	10.59	11.53	10.21	9.89	10.04					
Number of accumulation units outstanding at end of period	-	-	-	7,132	5,720					
COLUMBIA VARIABLE PORTFOLIO - LARGE CAP GROWTH										
Value at beginning of period	13.30	10.49	10.00							
Value at end of period	12.64	13.30	10.49							
Number of accumulation units outstanding at end of period	-	-	-	-	-					
COLUMBIA VARIABLE PORTFOLIO - SELIGMAN GLOBAL TECHNOLOGY										

Investment Division (0.85)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at beginning of period	26.06	19.48	16.51	15.16	12.22	9.82	9.26	12.07	10.61	6.71
Value at end of period	23.66	26.06	19.48	16.51	15.16	12.22	9.82	9.26	12.07	10.61
Number of accumulation units outstanding at end of period	4,742	5,619	2,319	2,437	1,516	1,516	1,516	1,516	1,228	3,253
COLUMBIA VARIABLE PORTFOLIO - SMALL CAP VALUE										
Value at beginning of period	30.51	27.00	20.51	22.08	21.61	16.26	14.74	15.84	12.63	10.00
Value at end of period	24.76	30.51	27.00	20.51	22.08	21.61	16.26	14.74	15.84	12.63
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	-	-	428	-
DELAWARE VIP EMERGING MARKETS										
Value at beginning of period	12.45	8.93	7.91	10.00						
Value at end of period	10.39	12.45	8.93	7.91						
Number of accumulation units outstanding at end of period	860	1,716	-	-						
DELAWARE VIP SMALL CAP VALUE										
Value at beginning of period	24.23	21.81	16.74	18.00	17.15	12.96	11.47	11.72	8.94	6.84
Value at end of period	20.01	24.23	21.81	16.74	18.00	17.15	12.96	11.47	11.72	8.94
Number of accumulation units outstanding at end of period	1,028	1,287	771	277	277	1,212	277	277	854	671
DELAWARE VIP SMID CAP CORE										
Value at beginning of period	28.20	23.97	22.32	20.94	20.47	14.61	13.27	12.38	9.16	6.35
Value at end of period	24.57	28.20	23.97	22.32	20.94	20.47	14.61	13.27	12.38	9.16
Number of accumulation units outstanding at end of period	1,673	1,888	2,560	5,054	5,848	6,737	6,039	6,441	5,085	3,547
DREYFUS VIF APPRECIATION										
Value at beginning of period	20.06	15.88	14.85	15.35	14.32	11.93	10.89	10.08	8.81	10.00
Value at end of period	18.52	20.06	15.88	14.85	15.35	14.32	11.93	10.89	10.08	8.81
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	2,466	2,594	1,785	-
DREYFUS VIF GROWTH AND INCOME										
Value at beginning of period	14.24	12.00	10.00							
Value at end of period	13.46	14.24	12.00							
Number of accumulation units outstanding at end of period	4,838	4,838	4,838							
DWS CAPITAL GROWTH VIP										
Value at beginning of period	22.24	17.76	17.18	15.95	14.24	10.67	9.27	9.79	8.46	10.00
Value at end of period	21.70	22.24	17.76	17.18	15.95	14.24	10.67	9.27	9.79	8.46
Number of accumulation units outstanding at end of period	1,979	1,979	1,979	6,996	1,979	3,042	3,320	3,527	508	-
DWS CORE EQUITY VIP										
Value at beginning of period	22.59	18.82	17.18	16.46	14.85	10.90	9.50	9.63	8.53	10.00
Value at end of period	21.12	22.59	18.82	17.18	16.46	14.85	10.90	9.50	9.63	8.53
Number of accumulation units outstanding at end of period	277	648	648	910	910	540	-	-	-	-
DWS CROCI® U.S. VIP										

Investment Division (0.85)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at beginning of period	14.31	11.75	12.39	13.42	12.22	9.42	8.65	8.73	7.95	10.00
Value at end of period	12.70	14.31	11.75	12.39	13.42	12.22	9.42	8.65	8.73	7.95
Number of accumulation units outstanding at end of period	-	-	-	-	6,234	-	-	-	-	-
DWS GLOBAL SMALL CAP VIP										
Value at beginning of period	11.48	9.65								
Value at end of period	9.05	11.48								
Number of accumulation units outstanding at end of period	1,459	1,459								
DWS SMALL CAP INDEX VIP										
Value at beginning of period	21.69	19.13	15.94	16.85	16.23	11.81	10.24	10.81	8.62	10.00
Value at end of period	19.09	21.69	19.13	15.94	16.85	16.23	11.81	10.24	10.81	8.62
Number of accumulation units outstanding at end of period	3,347	3,248	1,745	1,898	1,860	1,846	2,177	926	1,554	1,025
DWS SMALL MID CAP VALUE VIP										
Value at beginning of period	19.78	18.05	15.57	16.01	15.30	11.41	10.12	10.86	8.90	6.92
Value at end of period	16.47	19.78	18.05	15.57	16.01	15.30	11.41	10.12	10.86	8.90
Number of accumulation units outstanding at end of period	258	235	235	5,239	5,245	5,252	5,290	4,777	5,378	5,674
FEDERATED FUND FOR U.S. GOVERNMENT SECURITIES II										
Value at beginning of period	12.13	12.00	11.91	11.95	11.52	11.86	11.62	11.08	10.62	10.18
Value at end of period	12.08	12.13	12.00	11.91	11.95	11.52	11.86	11.62	11.08	10.62
Number of accumulation units outstanding at end of period	8,612	8,924	8,511	12,001	12,118	12,016	13,324	14,962	7,865	6,799
FRANKLIN SMALL CAP VALUE VIP										
Value at beginning of period	20.86	19.01	14.72	16.04	16.08	11.90	10.14	10.63	8.36	6.53
Value at end of period	18.02	20.86	19.01	14.72	16.04	16.08	11.90	10.14	10.63	8.36
Number of accumulation units outstanding at end of period	3,222	3,090	3,855	4,122	4,166	3,180	3,479	3,293	3,868	3,005
INVESCO VI. COMSTOCK										
Value at beginning of period	20.73	17.74	15.25	16.36	15.08	11.19	9.46	9.72	8.45	10.00
Value at end of period	18.05	20.73	17.74	15.25	16.36	15.08	11.19	9.46	9.72	8.45
Number of accumulation units outstanding at end of period	1,221	1,221	2,157	5,872	6,102	7,335	4,725	4,725	4,725	2,670
INVESCO VI. GROWTH & INCOME										
Value at beginning of period	19.97	17.62	14.84	15.44	14.12	10.62	9.35	9.62	8.62	10.00
Value at end of period	17.15	19.97	17.62	14.84	15.44	14.12	10.62	9.35	9.62	8.62
Number of accumulation units outstanding at end of period	4,604	4,962	7,000	7,000	7,000	7,000	-	1,566	1,451	-
INVESCO VI. INTERNATIONAL GROWTH										
Value at beginning of period	13.59	11.14	11.29	11.66	11.72	9.93	8.67	9.38	8.38	10.00
Value at end of period	11.46	13.59	11.14	11.29	11.66	11.72	9.93	8.67	9.38	8.38
Number of accumulation units outstanding at end of period	3,374	3,145	3,370	3,163	3,149	3,062	5,066	1,375	1,256	1,174
INVESCO VI. MID CAP CORE EQUITY										

Investment Division (0.85)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at beginning of period	23.27	20.42	18.15	19.08	18.42	14.42	13.11	14.12	12.48	10.00
Value at end of period	20.45	23.27	20.42	18.15	19.08	18.42	14.42	13.11	14.12	12.48
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	-	319	319	-
INVESTCO VI. SMALL CAP EQUITY										
Value at beginning of period	28.15	24.89	22.40	23.91	23.56	17.28	15.30	15.55	12.20	10.00
Value at end of period	23.70	28.15	24.89	22.40	23.91	23.56	17.28	15.30	15.55	12.20
Number of accumulation units outstanding at end of period	1,428	1,428	1,428	1,428	1,428	1,491	1,428	2,349	1,291	798
INVESTCO VI. TECHNOLOGY										
Value at beginning of period	15.55	11.60	11.79	10.00						
Value at end of period	15.35	15.55	11.60	11.79						
Number of accumulation units outstanding at end of period	1,570	1,570	1,112	1,112						
JANUS HENDERSON VIT BALANCED										
Value at beginning of period	19.18	16.37	15.83	15.90	14.81	12.47	11.09	11.04	10.30	8.27
Value at end of period	19.10	19.18	16.37	15.83	15.90	14.81	12.47	11.09	11.04	10.30
Number of accumulation units outstanding at end of period	15,352	16,591	17,128	14,981	15,404	15,213	5,810	9,067	10,257	5,502
JANUS HENDERSON VIT FLEXIBLE BOND										
Value at beginning of period	14.63	14.28	14.09	14.21	13.69	13.85	12.93	12.25	11.47	10.24
Value at end of period	14.32	14.63	14.28	14.09	14.21	13.69	13.85	12.93	12.25	11.47
Number of accumulation units outstanding at end of period	13,567	18,042	19,072	17,070	17,909	10,928	12,000	11,131	6,528	5,290
JANUS HENDERSON VIT GLOBAL RESEARCH										
Value at beginning of period	13.01	10.33	10.21	10.00						
Value at end of period	12.01	13.01	10.33	10.21						
Number of accumulation units outstanding at end of period	2,443	-	-	-						
JANUS HENDERSON VIT GLOBAL TECHNOLOGY										
Value at beginning of period	18.70	13.02								
Value at end of period	18.71	18.70								
Number of accumulation units outstanding at end of period	1,808	1,808								
LAZARD RETIREMENT EMERGING MARKETS EQUITY										
Value at beginning of period	19.53	15.41	12.86	16.23	17.16	17.53	14.48	17.81	14.64	10.00
Value at end of period	15.77	19.53	15.41	12.86	16.23	17.16	17.53	14.48	17.81	14.64
Number of accumulation units outstanding at end of period	6,954	6,973	6,090	6,350	6,328	5,813	4,667	3,245	7,083	2,505
LVIP BARON GROWTH OPPORTUNITIES										
Value at beginning of period	23.18	18.37	17.55	18.59	17.88	12.87	10.98	10.64	8.49	10.00
Value at end of period	22.08	23.18	18.37	17.55	18.59	17.88	12.87	10.98	10.64	8.49
Number of accumulation units outstanding at end of period	1,384	1,396	1,420	1,857	1,789	2,173	741	270	948	2,772
MFS VIT II INTERNATIONAL VALUE										

Investment Division (0.85)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at beginning of period	27.41	21.80	21.17	20.08	20.03	15.83	13.77	14.14	13.11	10.00
Value at end of period	24.54	27.41	21.80	21.17	20.08	20.03	15.83	13.77	14.14	13.11
Number of accumulation units outstanding at end of period	4,857	5,299	3,166	3,087	3,134	3,744	1,965	6,124	8,114	2,324
MFS VIT UTILITIES										
Value at beginning of period	15.61	13.75	12.47	14.75	13.23	11.10	9.89	9.36	8.32	10.00
Value at end of period	15.61	15.61	13.75	12.47	14.75	13.23	11.10	9.89	9.36	8.32
Number of accumulation units outstanding at end of period	838	838	838	2,683	2,666	1,854	2,121	336	96	-
NVIT MID CAP INDEX										
Value at beginning of period	22.55	19.68	16.54	17.15	15.85	12.03	10.35	10.73	8.59	6.35
Value at end of period	19.77	22.55	19.68	16.54	17.15	15.85	12.03	10.35	10.73	8.59
Number of accumulation units outstanding at end of period	4,469	4,469	6,310	3,409	3,409	3,409	3,493	3,493	2,676	1,339
OPPENHEIMER GLOBAL										
Value at beginning of period	19.18	14.15	14.26	13.84	13.64	10.81	8.99	9.89	8.60	10.00
Value at end of period	16.51	19.18	14.15	14.26	13.84	13.64	10.81	8.99	9.89	8.60
Number of accumulation units outstanding at end of period	3,220	3,220	3,220	3,238	3,181	3,205	2,749	1,753	-	1,130
OPPENHEIMER INTERNATIONAL GROWTH										
Value at beginning of period	14.87	11.87	12.23	11.93	12.96	10.39	8.57	9.31	8.18	5.93
Value at end of period	11.88	14.87	11.87	12.23	11.93	12.96	10.39	8.57	9.31	8.18
Number of accumulation units outstanding at end of period	1,674	2,038	2,079	6,838	6,779	8,364	6,153	6,172	6,155	5,475
OPPENHEIMER MAIN STREET SMALL CAP										
Value at beginning of period	13.67	12.07	10.31	11.05	10.00					
Value at end of period	12.15	13.67	12.07	10.31	11.05					
Number of accumulation units outstanding at end of period	1,609	1,609	1,609	1,564	1,487					
PIMCO VIT HIGH YIELD										
Value at beginning of period	16.90	15.98	14.34	14.70	14.35	13.69	12.08	11.78	10.38	7.47
Value at end of period	16.31	16.90	15.98	14.34	14.70	14.35	13.69	12.08	11.78	10.38
Number of accumulation units outstanding at end of period	5,222	5,219	5,209	5,109	6,528	11,188	13,355	13,287	7,432	7,719
PIMCO VIT LOW DURATION										
Value at beginning of period	11.95	11.89	11.83	11.89	11.89	12.01	11.44	11.41	10.93	10.00
Value at end of period	11.89	11.95	11.89	11.83	11.89	11.89	12.01	11.44	11.41	10.93
Number of accumulation units outstanding at end of period	23,258	23,106	23,022	22,431	25,259	25,256	24,859	22,300	16,723	5,565
PIMCO VIT TOTAL RETURN										
Value at beginning of period	14.39	13.84	13.59	13.64	13.20	13.58	12.49	12.16	11.34	10.03
Value at end of period	14.20	14.39	13.84	13.59	13.64	13.20	13.58	12.49	12.16	11.34
Number of accumulation units outstanding at end of period	27,813	27,795	27,705	29,763	32,711	42,614	40,712	35,923	22,653	9,612
PIONEER FUND VCT										

Investment Division (0.85)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at beginning of period	18.69	15.49	14.22	14.36	13.04	9.87	9.03	9.51	8.27	10.00
Value at end of period	18.26	18.69	15.49	14.22	14.36	13.04	9.87	9.03	9.51	8.27
Number of accumulation units outstanding at end of period	3,816	3,816	3,816	3,784	3,916	3,026	3,026	3,026	3,026	3,026
PIONEER MID CAP VALUE VCT										
Value at beginning of period	18.25	16.31	14.15	15.24	13.39	10.17	9.26	9.92	8.48	10.00
Value at end of period	14.57	18.25	16.31	14.15	15.24	13.39	10.17	9.26	9.92	8.48
Number of accumulation units outstanding at end of period	418	418	418	418	418	418	418	404	334	-
PIONEER SELECT MID CAP GROWTH VCT										
Value at beginning of period	25.26	19.59	19.05	18.90	17.42	12.33	11.62	11.99	10.06	10.00
Value at end of period	23.42	25.26	19.59	19.05	18.90	17.42	12.33	11.62	11.99	10.06
Number of accumulation units outstanding at end of period	2,420	2,790	2,790	2,245	2,202	2,087	-	-	-	-
PRUDENTIAL SERIES FUND EQUITY										
Value at beginning of period	28.17	22.68	22.13	21.89	20.58	15.61	13.90	14.58	13.19	10.00
Value at end of period	26.47	28.17	22.68	22.13	21.89	20.58	15.61	13.90	14.58	13.19
Number of accumulation units outstanding at end of period	1,493	1,493	1,493	1,493	1,493	1,493	1,493	1,493	-	-
PRUDENTIAL SERIES FUND NATURAL RESOURCES										
Value at beginning of period	10.41	10.56	8.53	12.09	15.21	13.97	14.51	18.15	14.37	10.00
Value at end of period	8.42	10.41	10.56	8.53	12.09	15.21	13.97	14.51	18.15	14.37
Number of accumulation units outstanding at end of period	1,815	1,815	1,815	4,356	4,507	4,652	4,781	2,861	1,075	669
PUTNAM VT EQUITY INCOME										
Value at beginning of period	23.73	20.15	17.88	18.60	16.65	12.68	10.72	10.00		
Value at end of period	21.53	23.73	20.15	17.88	18.60	16.65	12.68	10.72		
Number of accumulation units outstanding at end of period	410	1,419	2,668	2,878	3,100	-	-	-		
PUTNAM VT GLOBAL HEALTH CARE										
Value at beginning of period	19.84	17.36	19.75	18.48	14.60	10.39	8.57	10.00		
Value at end of period	19.56	19.84	17.36	19.75	18.48	14.60	10.39	8.57		
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	-	-		
PUTNAM VT MORTGAGE SECURITIES										
Value at beginning of period	11.05	10.93	11.00	11.17	10.80	10.95	10.84	10.00		
Value at end of period	10.86	11.05	10.93	11.00	11.17	10.80	10.95	10.84		
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	-	1,936		
PUTNAM VT MULTI-CAP CORE										
Value at beginning of period	14.63	11.98	10.76	10.00						
Value at end of period	13.43	14.63	11.98	10.76						
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	-			
ROYCE CAPITAL FUND - SMALL-CAP										

Investment Division (0.85)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at beginning of period	24.58	23.58	19.73	22.61	22.15	16.62	14.93	15.62	13.10	10.00
Value at end of period	22.30	24.58	23.58	19.73	22.61	22.15	16.62	14.93	15.62	13.10
Number of accumulation units outstanding at end of period	1,110	1,110	1,110	1,110	1,110	1,110	1,724	2,909	2,310	931
SCHWAB GOVERNMENT MONEY MARKET										
Value at beginning of period	9.38	9.42	9.50	9.58	9.66	9.74	9.82	9.90	9.98	10.06
Value at end of period	9.44	9.38	9.42	9.50	9.58	9.66	9.74	9.82	9.90	9.98
Number of accumulation units outstanding at end of period	27,668	35,465	40,523	51,045	58,358	41,676	67,377	52,152	18,784	32,633
SCHWAB S&P 500 INDEX										
Value at beginning of period	21.29	17.64	15.93	15.88	14.12	10.78	9.40	9.30	8.18	6.54
Value at end of period	20.18	21.29	17.64	15.93	15.88	14.12	10.78	9.40	9.30	8.18
Number of accumulation units outstanding at end of period	21,848	26,860	24,963	23,889	24,840	24,746	18,674	17,283	18,118	11,103
TEMPLETON FOREIGN VIP										
Value at beginning of period	13.75	11.88	11.18	12.06	13.68	11.22	9.57	10.80	10.00	
Value at end of period	11.52	13.75	11.88	11.18	12.06	13.68	11.22	9.57	10.80	
Number of accumulation units outstanding at end of period	-	1,105	3,834	3,834	4,167	2,227	372	-	-	
TEMPLETON GLOBAL BOND VIP										
Value at beginning of period	9.85	9.71	9.52	10.03	10.00					
Value at end of period	9.92	9.82	9.71	9.52	10.03					
Number of accumulation units outstanding at end of period	5,852	6,812	696	696	1,693					
THIRD AVENUE VALUE										
Value at beginning of period	12.77	11.33	10.19	11.27	10.89	9.23	7.31	9.37	8.29	5.75
Value at end of period	10.08	12.77	11.33	10.19	11.27	10.89	9.23	7.31	9.37	8.29
Number of accumulation units outstanding at end of period	-	-	-	-	-	-	-	5,114	5,114	7,642
TVST TOUCHSTONE BOND										
Value at beginning of period	12.94	12.59	12.59	12.86	12.47	12.62	11.95	11.25	10.58	10.00
Value at end of period	12.59	12.94	12.59	12.59	12.86	12.47	12.62	11.95	11.25	10.58
Number of accumulation units outstanding at end of period	-	341	341	341	341	-	-	-	-	-
TVST TOUCHSTONE COMMON STOCK										
Value at beginning of period	31.59	26.22	23.77	23.93	21.87	16.74	14.67	14.49	12.62	10.00
Value at end of period	28.80	31.59	26.22	23.77	23.93	21.87	16.74	14.67	14.49	12.62
Number of accumulation units outstanding at end of period	1,746	2,397	2,011	2,023	2,029	2,778	1,579	1,672	-	-
TVST TOUCHSTONE FOCUSED										
Value at beginning of period	31.70	28.13	25.09	24.81	22.12	16.55	13.92	15.83	13.13	10.00
Value at end of period	28.93	31.70	28.13	25.09	24.81	22.12	16.55	13.92	15.83	13.13
Number of accumulation units outstanding at end of period	710	710	513	513	-	-	-	-	-	-
TVST TOUCHSTONE SMALL COMPANY										

Investment Division (0.85)	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Value at beginning of period	34.00	28.79	24.15	24.68	23.34	17.47	15.81	15.48	12.62	10.00
Value at end of period	31.02	34.00	28.79	24.15	24.68	23.34	17.47	15.81	15.48	12.62
Number of accumulation units outstanding at end of period	283	755	447	-	-	622	-	-	-	-
VAN ECK VIP GLOBAL HARD ASSETS										
Value at beginning of period	11.57	11.90	8.37	12.72	15.90	14.54	14.22	17.22	13.50	10.00
Value at end of period	8.21	11.57	11.90	8.37	12.72	15.90	14.54	14.22	17.55	13.50
Number of accumulation units outstanding at end of period	2,090	2,090	4,797	3,703	3,877	3,509	995	1,987	926	-
VAN ECK VIP UNCONSTRAINED EMERGING MARKETS BOND										
Value at beginning of period	11.88	10.68	10.12	11.74	11.59	12.87	12.29	11.47	10.89	10.00
Value at end of period	11.06	11.88	10.68	10.12	11.74	11.59	12.87	12.29	11.47	10.89
Number of accumulation units outstanding at end of period	3,483	3,483	3,775	8,838	8,941	9,905	9,240	7,232	5,355	1,991
WELLS FARGO VT DISCOVERY										
Value at beginning of period	24.81	19.37	18.15	18.58	18.67	13.09	11.22	11.26	8.38	6.02
Value at end of period	22.86	24.81	19.37	18.15	18.58	18.67	13.09	11.22	11.26	8.38
Number of accumulation units outstanding at end of period	1,084	1,084	1,084	1,057	1,014	1,140	1,644	2,050	3,171	-
WELLS FARGO VT OMEGA GROWTH										
Value at beginning of period	14.47	10.84	10.87	10.82	10.00					
Value at end of period	14.38	14.47	10.84	10.87	10.82					
Number of accumulation units outstanding at end of period	3,157	3,448	2,632	2,606	766					
WELLS FARGO VT OPPORTUNITY										
Value at beginning of period	20.81	17.42	15.65	16.29	14.88	11.48	10.03	10.70	8.72	10.00
Value at end of period	19.16	20.81	17.42	15.65	16.29	14.88	11.48	10.03	10.70	8.72
Number of accumulation units outstanding at end of period	229	229	229	200	148	-	444	444	444	-

Appendix B - Net Investment Factor

The Net Investment Factor is determined by dividing (a) by (b), and subtracting (c) from the result where:

- (a) is the net result of:
 - (i) the net asset value per share of the Portfolio shares determined as of the end of the current valuation period, plus
 - (ii) the per share amount of any dividend (or, if applicable, capital gain distributions) made by the Portfolio on shares if the “ex-dividend” date occurs during the current valuation period, plus or minus
 - (iii) a per unit charge or credit for any taxes incurred by or provided for in the Sub-Account, which is determined by Great-West to have resulted from the investment operations of the Sub-Account, and
- (b) is the net result of:
 - (i) the net asset value per share of the Portfolio shares held in the Sub-Account determined as of the end of the immediately preceding valuation period; plus or minus
 - (ii) the per unit charge or credit for any taxes incurred by or reserved for in the Sub-Account for the immediately preceding valuation period, and
- (c) is an amount representing the Mortality and Expense Risk Charge deducted from each Sub-Account on a daily basis. Such amount is equal to 0.65% if you have selected Death Benefit Option 1 or 0.85% if you have selected Death Benefit Option 2.

The Net Investment Factor may be greater than, less than, or equal to one. Therefore, the accumulation unit value may increase, decrease, or remain unchanged.

The net asset value per share referred to in paragraphs (a)(i) and (b) above, reflects the investment performance of the Portfolio as well as the payment of Portfolio expenses.



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