

# SECURITIES AND EXCHANGE COMMISSION

## FORM N-4 EL

Registration statements for separate accounts (unit investment trusts)

Filing Date: **1996-01-11**  
SEC Accession No. **0000950123-96-000091**

([HTML Version](#) on [secdatabase.com](#))

### FILER

#### **TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES**

CIK: **1005159** | Fiscal Year End: **1231**  
Type: **N-4 EL** | Act: **33** | File No.: **333-00165** | Film No.: **96502912**

Mailing Address	Business Address
<i>FINANCIAL SERVICES LEGAL DIVISION ONE TOWER SQUARE HARTFORD CT 06183</i>	<i>FINANCIAL SERVICES LEGAL DIVISION ONE TOWER SQUARE HARTFORD CT 06183 2032777379</i>

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM N-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933  
and  
REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940

THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES  
(Exact name of Registrant)

THE TRAVELERS INSURANCE COMPANY  
(Name of Depositor)

ONE TOWER SQUARE, HARTFORD, CONNECTICUT 06183  
(Address of Depositor's Principal Executive Offices)

Depositor's Telephone Number, including area code: (860) 277-0111

ERNEST J. WRIGHT  
Assistant Secretary  
The Travelers Insurance Company  
One Tower Square  
Hartford, Connecticut 06183  
(Name and Address of Agent for Service)

Approximate Date of Proposed Public Offering: As soon as practicable after  
effectiveness of Registration  
Statement.

It is proposed that this filing will become effective (check appropriate box):  
N/A immediately upon filing pursuant to paragraph (b) of Rule 485  
N/A on \_\_\_\_\_ pursuant to paragraph (b) of Rule 485  
N/A 60 days after filing pursuant to paragraph (a)(1) of Rule 485  
N/A on \_\_\_\_\_ pursuant to paragraph (a)(1) of Rule 485

If appropriate, check the following box:

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

Pursuant to Rule 24f-2 of the Investment Company Act of 1940, the Registrant  
hereby declares that an indefinite amount of Variable Annuity Contracts is  
being registered under the Securities Act of 1933. Amount of registration fee:  
\$500.

The Registrant hereby amends this registration statement on such date or dates  
as may be necessary to delay its effective date until the registrant shall file  
a further amendment which specifically states that this registration statement  
shall thereafter become effective in accordance with Section 8(a) of the  
Securities Act of 1933 or until the registration statement shall become  
effective on such date as the Commission, acting pursuant to Section 8(a), may  
determine.

THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

Cross-Reference Sheet

Form N-4

<TABLE> <CAPTION> ITEM NO. ---	CAPTION IN PROSPECTUS -----
<S>	<C>
1. Cover Page	Prospectus
2. Definitions	Glossary of Special Terms
3. Synopsis	Summary
4. Condensed Financial Information	Not Applicable
5. General Description of Registrant, Depositor, and Portfolio Companies	The Company, The Separate Account and the Funding Options
6. Deductions	Fee Table; Charges Under the Contracts; Distribution of the Contracts
7. General Description of Variable Annuity Contracts	The Contracts
8. Annuity Period	Payment of Benefits
9. Death Benefit	Payment of Benefits
10. Purchases and Contract Value	Operation of the Contract
11. Redemptions	Sales Loads
12. Taxes	Federal Tax Considerations

13. Legal Proceedings	Legal Proceedings
14. Table of Contents of Statement	Appendix B

CAPTION IN STATEMENT OF ADDITIONAL INFORMATION

15. Cover Page	Statement of Additional Information
16. Table of Contents	Table of Contents
17. General Information and History	The Insurance Company
18. Services	Principal Underwriter; Distribution and Management Agreement
19. Purchase of Securities Being Offered	Valuation of Assets
20. Underwriters	Principal Underwriter
21. Calculation of Performance Data	Performance Information
22. Annuity Payments	Not Applicable
23. Financial Statements	Financial Statements

</TABLE>

3

PART A

INFORMATION REQUIRED IN A PROSPECTUS

4

THE TRAVELERS INSURANCE COMPANY  
PROSPECTUS:  
THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

The group variable annuity contracts (the "Contracts") described in this prospectus are designed to fund plans ("Plans") established under certain sections of the Internal Revenue Code of 1986 (the "Code").

The Contracts are designed for use in conjunction with qualified pension and profit-sharing plans, tax deferred annuity plans (for public school teachers and employees of certain other tax exempt and qualifying employers), and deferred compensation plans for state and local governments. These Plans also allow for Third Party Administrator involvement. Amounts held under the Plans may be entitled to tax-deferred treatment under certain sections of the Code.

The Funding Options available under the Contracts are listed below. They may not all be available under an employer's plan or in all states. This prospectus is not valid without the current prospectuses for these Funding Options. A Fixed Account Option is also available and is described in Appendix A. Unless specified otherwise, this prospectus refers to the Funding Options.

- Managed Assets Trust
- High Yield Bond Trust
- Capital Appreciation Fund
- Dreyfus Stock Index Fund, Inc.
- Travelers Series Trust
  - U.S. Government Securities Portfolio
  - Utilities Portfolio
  - Social Awareness Stock Portfolio
- Templeton Variable Products Series Fund
  - Templeton Bond Fund
  - Templeton Stock Fund
  - Templeton Asset Allocation Fund
- Variable Insurance Products Fund
  - Fidelity's High Income Portfolio
  - Fidelity's Growth Portfolio
  - Fidelity's Equity Income Portfolio
- Variable Insurance Products Fund II
  - Fidelity's Asset Manager Portfolio
- American Odyssey Funds, Inc.
  - American Odyssey Core Equity Fund
  - American Odyssey Emerging Opportunities Fund
  - American Odyssey International Equity Fund
  - American Odyssey Long-Term Bond Fund
  - American Odyssey Intermediate-Term Bond Fund
  - American Odyssey Short-Term Bond Fund
- Smith Barney/Travelers Series Fund, Inc.
  - Smith Barney Income and Growth Portfolio
  - Alliance Growth Portfolio
  - Smith Barney International Equity Portfolio
  - Putnam Diversified Income Portfolio
  - Smith Barney High Income Portfolio
  - MFS Total Return Portfolio
  - Smith Barney Money Market Portfolio

This prospectus sets forth the information concerning the Separate Account that investors ought to know before investing. Additional information about the Separate Account has been filed with the Securities and Exchange Commission and is available without charge upon request. To obtain the Statement of Additional Information ("SAI") send a written request to The Travelers Insurance Company,

Attn: Annuity Services, One Tower Square, Hartford, CT 06183-5030. The Table of Contents for the SAI dated \_\_\_\_\_ may be found on page \_\_\_ of this prospectus. The SAI is incorporated by reference to this prospectus. For more information about the Contract, contact your registered representative, or write to us at the above address.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

AN INVESTMENT IN THE SMITH BARNEY MONEY MARKET PORTFOLIO IS NEITHER INSURED NOR GUARANTEED BY THE U.S. GOVERNMENT.

THIS PROSPECTUS IS VALID ONLY WHEN ACCOMPANIED BY THE CURRENT PROSPECTUSES FOR THE FUNDING OPTIONS. THE PROSPECTUSES FOR THE SEPARATE ACCOUNT AND THE FUNDING OPTIONS SHOULD BE READ AND RETAINED FOR FUTURE REFERENCE.

VARIABLE ANNUITY CONTRACTS ARE NOT DEPOSITS OR OBLIGATIONS OF, OR ENDORSED OR GUARANTEED BY ANY BANK, NOR ARE THEY FEDERALLY INSURED OR OTHERWISE PROTECTED BY THE FDIC, THE FEDERAL RESERVE BOARD, OR ANY OTHER AGENCY; THEY ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL INVESTMENT.

Prospectus Dated: \_\_\_\_\_

TABLE OF CONTENTS

GLOSSARY OF SPECIAL TERMS .....  
SUMMARY .....  
FEE TABLE .....  
INTRODUCTION.....  
THE CONTRACTS.....  
    General.....  
    Allocated Contracts.....  
    Unallocated Contracts.....  
    Right to Return.....  
OPERATION OF THE CONTRACT .....  
    Crediting Purchase Payments.....  
    Transfers of Cash Value Between Funding Options.....  
    Dollar Cost Averaging.....  
    Asset Allocation Advice.....  
    Transfers from Funding Options to Contracts Not Issued by Us.....  
    Transfers to or from Other Contracts Issued by Us.....  
    Transfers from Contracts Not Issued by Us.....  
    Contract and Participant's Individual Account Termination.....  
    Account Value.....  
    Accumulation Unit Value .....  
PAYMENT OF BENEFITS.....  
    Death Benefits under an Allocated Contract .....  
    Election of Settlement Options.....  
    Minimum Amounts.....  
    Misstatement .....  
    Retired Life Certificate.....  
    Allocation of Cash Value During the Annuity Period.....  
    Annuity Options.....  
    Variable Annuity.....  
        Amount of First Payment .....  
        Annuity Unit Value .....  
        Initial Payment and Number of Annuity Units.....  
        Amount of Subsequent Payments.....  
    Fixed Annuity.....  
CHARGES UNDER THE CONTRACT.....  
    Sales Loads.....  
        Free Withdrawal Allowance .....  
    Mortality and Expense Risk Charge.....  
    Funding Option Charges.....  
    Administrative Charges .....  
        Semiannual Policy Fee.....  
        Administrative Expense.....

TPA Administrative Charges.....

THE COMPANY, THE SEPARATE ACCOUNT AND THE FUNDING OPTIONS.....

  The Company.....

  The Separate Account.....

  The Funding Options.....

    Investment Advisers.....

FEDERAL TAX CONSIDERATIONS.....

  General.....

  Ownership of the Investments.....

  Section 403(b) Plans and Arrangements.....

  Qualified Pension and Profit-Sharing Plans.....

  Section 457 Plans.....

  The Employee Retirement Income Security Act of 1974.....

  Federal Income Tax Withholding.....

  Tax Advice.....

MISCELLANEOUS .....

  Voting Rights .....

  Distribution of the Contracts.....

  Postponement of Payment (Emergency Procedure).....

  Contract Modification.....

  Legal Proceedings.....

APPENDIX A: THE FIXED ACCOUNT.....

APPENDIX B: TABLE OF CONTENTS TO STATEMENT OF ADDITIONAL INFORMATION .....

GLOSSARY OF SPECIAL TERMS

ACCUMULATION PERIOD: The period before the commencement of Annuity payments.

ACCUMULATION UNIT: An accounting unit of measure used to calculate values before Annuity payments begin.

ANNUITANT: A Person on whose life the Annuity payments are to be made under a Contract.

ANNUITY: Payment of income for a stated period or amount.

ANNUITY COMMENCEMENT DATE: The date on which Annuity payments are to begin.

ANNUITY PERIOD: The period following the commencement of Annuity payments.

BENEFICIARY(IES): The person(s) or trustee designated to receive contract values in the event of the Participant's or Annuitant's death.

CASH SURRENDER VALUE: The Cash Value less any amounts deducted upon surrender and any applicable premium tax.

CASH VALUE: The value of the Accumulation Units in Your Account or a Participant's Individual Account less any reductions for administrative charges. Sometimes referred to as "Account Value."

CODE: The Internal Revenue Code of 1986, as amended.

COMMISSION: Securities and Exchange Commission.

COMPANY (WE, US, OUR): The Travelers Insurance Company.

COMPETING FUND: Any investment option under the Plan, which in our opinion, consists primarily of fixed income securities and/or money market instruments.

CONTRACT DATE: The date on which the Contract becomes effective, as shown on the Contract.

CONTRACT OWNER (YOU, YOUR): The employer or entity owning the Contract.

CONTRACT YEAR: The twelve month period commencing with the Contract Date or with any anniversary thereof.

DUE PROOF OF DEATH: (i) a copy of a certified death certificate; (ii) a copy of

a certified decree of a court of competent jurisdiction as to the finding of death; (iii) a written statement by a medical doctor who attended the deceased; or (iv) any other proof satisfactory to us.

**EXCESS PLAN CONTRIBUTIONS:** Plan contributions including excess deferrals, excess contributions, excess aggregate contributions, excess annual additions, and excess nondeductible contributions that require correction by the plan administrator.

**FIXED ANNUITY:** An Annuity with payments which remain fixed as to dollar amount throughout the payment period and which do not vary with the investment experience of a Separate Account.

**FUNDING OPTIONS:** The variable investment options to which Purchase Payments under the Contract may be allocated.

5

9

**GENERAL ACCOUNT:** The Company's General Account in which amounts are held if directed to the Fixed Account during the Accumulation Period and in which reserves are maintained for Fixed Annuities during the Annuity Period.

**HOME OFFICE:** The Travelers Insurance Company, One Tower Square, Hartford, CT 06183

**PARTICIPANT:** An eligible person who is a member in the Qualified Plan.

**PARTICIPANT'S INDIVIDUAL ACCOUNT:** An account to which Accumulation Units are credited to a Participant or Beneficiary under the Contract.

**PURCHASE PAYMENTS:** Payments made to the Contract.

**QUALIFIED PLAN:** An employer's voluntary retirement plan which qualifies for special tax treatment under a particular section of the Internal Revenue Code.

**SEPARATE ACCOUNT:** The Travelers Separate Account QP for Variable Annuities.

**THIRD PARTY ADMINISTRATOR ("TPA"):** An entity which has contracted with the Contract Owner to provide administrative and/or distribution services for the Plan.

**VALUATION DATE:** A day on which the New York Stock Exchange is open for business. The value of the Separate Account is determined at the close of the New York Stock Exchange on such days.

**VALUATION PERIOD:** The period between the end of one Valuation Date and the end of the next Valuation Date.

**VARIABLE ANNUITY:** An Annuity providing for payments varying in amount in accordance with the investment experience of the assets held in the underlying securities of the Separate Account.

**WRITTEN REQUEST:** A written form satisfactory to us and received at the Home Office.

**YOUR ACCOUNT:** Accumulation Units credited to you under this Contract.

6

10

#### SUMMARY

**CONTRACTS OFFERED:** The Contracts are designed for use in conjunction with qualified pension or profit-sharing plans, tax deferred annuity plans (for public school teachers and employees and employees of certain other tax exempt and qualifying employers) and deferred compensation plans for state and local governments. The minimum Purchase Payment allowed is an average of \$1,000 annually, per Participant's Individual Account or \$10,000 annually per Contract.

Because of the size of these Contracts, the possible involvement of TPAs, the allocated or unallocated nature of the Contract and a competitive bidding process which may include negotiation, many of the charges imposed in the Contract are likely to vary from one Contract to the next. The Contract design allows the Company maximum flexibility, within the limitations imposed by law, to "custom design" a charge structure which is likely to be acceptable to a particular prospective Contract Owner.

RIGHT TO RETURN: For Contracts in used with deferred compensation plans, tax-deferred annuity plans, and combined qualified plan/deferred annuity plans, you may return the Contract and receive a full refund of the Cash Value (including charges) within ten days after the Contract is delivered to you, unless state law requires a longer period. (See "Right to Return," page \_\_\_\_.)

ASSET ALLOCATION: Some Contract Owners and/or Participants may elect to enter into an asset allocation investment advisory agreement which is fully described, including associated fees, in a separate disclosure statement. (See "Asset Allocation Advice" on page \_\_\_\_.)

DEATH BENEFITS: A death benefit is provided in the event of death of the Participant under a Participant's Individual Account prior to the earlier of the Participant's 75th birthday or the Annuity Commencement Date. (See "Death Benefits under an Allocated Contract" on page \_\_\_\_.)

ANNUITY OPTIONS: The Contract Owner selects an Annuity Commencement Date and an Annuity Option for a Participant as provided by the Plan. The Contract contains six optional annuity forms, which may be selected on either a fixed or variable annuity basis, or a combination thereof. (See "Payment of Benefits" on page \_\_\_\_.)

CHARGES AND FEES: Maximum levels for sales-related expenses, mortality and expense risk charges and administrative expense charges are set forth in this prospectus. These charges, as well as allocation and transfer fees are subject to negotiation or a competitive bidding process, or both, with the prospective Contract Owner prior to the issuance of a Contract.

The Company will charge a surrender charge or a contingent deferred sales charge, as negotiated. The maximum contingent deferred sales charge is 5.0% of each Purchase Payment for a period of five years from the date the Purchase Payment was made. The maximum surrender charge is 5% of the amount surrendered in the first two Contract Years, up to 4% in years three and four; up to 3% in years five and six; up to 2% in years seven and eight and 0% beginning in the ninth year. Any applicable sales charge will not exceed the aggregate amount of the Purchase Payments made.

The Company will make a daily charge against the value of the Contract held in the Separate Account for the Mortality and Expense Risk Charge. The maximum rate is 1.20% annually. (See "Mortality and Expense Risk Charge" on page \_\_\_\_.)

The Company may also charge a fee of .10% for administrative expenses under the Contract as well as a Semiannual Policy Fee (for allocated Contracts) of \$15. Deductions for the payment

7

11

of any premium taxes that may be levied against the Contract will be made as appropriate. (See "Charges Under the Contract" on page \_\_\_\_.)

8

12

#### FEE TABLE

The purpose of this Fee Table is to assist Contract Owners in understanding the various maximum costs and expenses that Contract Owners or Participants will bear, directly or indirectly, under the Contract. The information listed reflects expenses of the Separate Account as well as of the Funding Options. For additional information regarding the charges and deductions assessed under the Contract, including possible waivers or reductions of these expenses, see "Charges Under the Contract," page \_\_\_\_\_. Expenses shown do not include premium taxes, which may be applicable.

#### MAXIMUM CONTRACT OWNER TRANSACTION CHARGES

CONTINGENT DEFERRED SALES CHARGE  
(as a percentage of purchase payments): 5% for five years from date purchase payment made; 0% thereafter (OR)

<TABLE>  
<CAPTION>

SURRENDER CHARGE	CONTRACT YEAR	PERCENTAGE
<S>	<C>	<C>
(as a percentage of amount surrendered)	1-2	5%
	3-4	4%
	5-6	3%
	7-8	2%
	9+	0%

</TABLE>

MAXIMUM CONTRACT ADMINISTRATIVE CHARGE

SEMIANNUAL CONTRACT ADMINISTRATIVE CHARGE \$15

(OR)

FUNDING OPTION ADMINISTRATIVE CHARGE .10% (of amounts allocated to the variable funding options under allocated contracts)

MAXIMUM SEPARATE ACCOUNT ANNUAL EXPENSES

Mortality and Expense Risk Fees (as a percentage of average net assets of the Separate Account) 1.20%

FUNDING OPTION EXPENSES

(as a percentage of average net assets of the Funding Option)

<TABLE>

<CAPTION>

	Management Fee	Other Expenses (After Reimbursement)	Total Funding Option Expenses
<S>	<C>	<C>	<C>
Capital Appreciation Fund	0.75%	0.14% (1)	0.89%
High Yield Bond Trust	0.50%	0.75% (1)	1.25%
Managed Assets Trust	0.50%	0.11% (1)	0.61%
U.S. Government Securities Portfolio	0.32%	0.39% (1)	0.71%
Social Awareness Stock Portfolio	0.65%	0.60% (1)	1.25%
Utilities Portfolio	0.65%	0.60% (1)	1.25%
Templeton Bond Fund	0.50%	0.40% (2)	0.90%
Templeton Stock Fund	0.48%	0.25% (2)	0.73%
Templeton Asset Allocation Fund	0.49%	0.26% (2)	0.75%
Fidelity's High Income Portfolio	0.61%	0.10% (3)	0.71%
Fidelity's Equity-Income Portfolio	0.52%	0.06% (3)	0.58%
Fidelity's Growth Portfolio	0.62%	0.07% (3)	0.69%
Fidelity's Asset Manager Portfolio	0.72%	0.08% (3)	0.80%
Dreyfus Stock Index Fund	0.07%	0.33% (4)	0.40%
American Odyssey International Equity Fund	0.70%	0.55% (5)	1.25%
American Odyssey Emerging Opportunities Fund	0.65%	0.18% (5)	0.83%
American Odyssey Core Equity Fund	0.60%	0.18% (5)	0.78%
American Odyssey Long-Term Bond Fund	0.50%	0.25% (5)	0.75%
American Odyssey Intermediate-Term Bond Fund	0.50%	0.25% (5)	0.75%
American Odyssey Short-Term Bond Fund	0.50%	0.25% (5)	0.75%
Smith Barney Income and Growth Portfolio	0.65%	0.10% (6)	0.75%
Alliance Growth Portfolio	0.80%	0.10% (6)	0.90%
Smith Barney International Equity Portfolio	0.90%	0.35% (6)	1.25%
Putnam Diversified Income Portfolio	0.75%	0.20% (6)	0.95%
Smith Barney Money Market Portfolio	0.60%	0.10%	0.70%
Smith Barney High Income Portfolio	0.60%	0.10% (6)	0.70%
MFS Total Return Portfolio	0.80%	0.15% (6)	0.95%

</TABLE>

- (1) Other Expenses are as of the fiscal year ended December 31, 1994, taking into account the current expense reimbursement arrangement with the Company. The Company has agreed to reimburse each Fund for the amount by which its aggregate expenses (including the management fee, but excluding brokerage commissions, interest charges and taxes) exceeds 1.25%. Without such arrangement, Other Expenses would have been 0.83%, 2.61% and 2.84% for HYBT, Social Awareness Stock Portfolio, and Utilities Portfolio, respectively.
- (2) Other Expenses are based on the actual operating expenses incurred by the Fund during the year ended December 31, 1994.
- (3) Management Fees and Other Expenses are as of the fiscal year ended December 31, 1994. No reimbursement arrangement affected the High Income Portfolio. A portion of the brokerage commissions the Fund paid was used to reduce its expenses. Without this reduction, total Other



Expenses would have been: Equity-Income Portfolio, 0.60%; Growth Portfolio, 0.70%; and Asset Manager Portfolio, 0.81%.

- (4) The administrator and investment adviser have agreed to reimburse the Fund for expenses in excess of 0.40%. For the fiscal year ended December 31, 1994, the Investment Management Fee and Other Expenses before reimbursement were 0.15% and 0.42%, respectively.
- (5) Other Expenses are as of the fiscal year ended December 31, 1994 taking into account the current expense limitations agreed to by the Manager. The Manager has agreed to continue, at least until May 1, 1996, to waive fees or reimburse expenses to the extent a Fund's total expense ratio exceeds the following expense limitation: International Equity Fund, 1.25%; Emerging Opportunities Fund and Core Equity Fund, 1.00%; and Long-Term Bond Fund, Intermediate-Term Bond Fund, Short-Term Bond Fund, 0.75%. Thereafter, each fund is required to reimburse the Manager for any fees waived or expenses it reimbursed provided that this reimbursement by the Fund does not cause the total expense ratio to exceed the expense limitations above. The Long-Term Bond Fund and the Intermediate-Bond Fund are currently reimbursing the Manager while the Short-Term Bond Fund and the International Equity Fund are still receiving reimbursements from the Manager. Without these expense limitations and/or Manager reimbursements, Other Expenses of the Funds would have been as follows: International Equity Fund, 0.66%; Emerging Opportunities Fund, 0.27%; Core Equity Fund, 0.25%; Long-Term Bond Fund, 0.23%; Intermediate-Bond Fund, 0.25%; and Short-Term Bond, 0.52%.
- (6) Other Expenses are as of October 31, 1994, taking into account the current expense limitations agreed to by the Manager. The Manager waived all of its fees for the period and reimbursed the Funds for their expenses. If such fees were not waived and expenses were not reimbursed, Total Underlying Expenses would have been as follows: Smith Barney Income and Growth, 2.08%; Alliance Growth Portfolio, 1.76%; Smith Barney International Equity Portfolio, 2.00%; Putnam Diversified Income Portfolio, 2.92%; Smith Barney High Income Portfolio, 2.60%; and MFS Return Portfolio, 2.51%.

EXAMPLE\*

THE EXAMPLE SHOULD NOT BE CONSIDERED A REPRESENTATION OF PAST OR FUTURE EXPENSES. ACTUAL EXPENSES MAY BE GREATER OR LESS THAN THOSE SHOWN.

A \$1,000 investment would be subject to the following expenses, assuming a 5% annual return on assets, if the Contract is surrendered at the end of the period shown\*\*:

If the Contract is NOT surrendered at the end of the period shown, a \$1,000 investment would be subject to the following expenses, assuming a 5% annual return:

<TABLE>  
<CAPTION>

	One Year	Three Years	Five Years	Ten Years	One Year	Three Years	Five Years	Ten Years
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Capital Appreciation Fund	\$	\$	\$	\$	\$	\$	\$	\$
High Yield Bond Trust								
Managed Assets Trust								
Travelers Series Trust								
U.S. Government Securities Portfolio								
Social Awareness Stock Portfolio								
Utilities Portfolio								
Templeton Variable Products Series								
Templeton Bond Fund								
Templeton Stock Fund								
Templeton Asset Allocation Fund								

</TABLE>

14  
<TABLE>  
<CAPTION>

	One Year	Three Years	Five Years	Ten Years	One Year	Three Years	Five Years	Ten Years
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Fidelity VIP								
Fidelity's High Income Portfolio								
Fidelity's Equity-Income Portfolio								
Fidelity's Growth Portfolio								

Fidelity VIP II  
Fidelity's Asset Manager Portfolio  
Dreyfus Stock Index Fund  
American Odyssey Funds(1):  
International Equity Fund  
Emerging Opportunities Fund  
Core Equity Fund  
Long-Term Bond Fund  
Intermediate-Term Bond Fund  
Short-Term Bond Fund  
CHART Funds  
Smith Barney/Travelers Series Fund, Inc.  
Smith Barney Income and Growth Portfolio  
Alliance Growth Portfolio  
Smith Barney International Equity Portfolio  
Putnam Diversified Income Portfolio  
Smith Barney Money Market Portfolio  
Smith Barney High Income Portfolio  
MFS Total Return Portfolio  
</TABLE>

-----  
\* The Example reflects the \$15 Semiannual Contract Fee as an annual charge of 0.XXX% of assets.

\*\* The applicable sales charge may be waived upon annuitization. (See "Charges Under the Contract," page \_\_.)

11

15

## INTRODUCTION

This prospectus has been designed to provide all the necessary information to make a decision on purchasing Contracts issued in conjunction with qualified pension and profit-sharing plans, tax deferred annuity plans (for public school teachers and employees and employees of certain other tax exempt and qualifying employers) and deferred compensation plans for state and local governments. This prospectus describes only the elements of the variable Contracts. The Contracts may contain a Fixed Account Option which is described in Appendix A to this prospectus. Please read the Glossary of Special Terms prior to reading this prospectus to become familiar with the terms being used.

## THE CONTRACTS

### GENERAL

The Contracts, issued on a group basis, are designed for use only with plans which qualify for special tax treatment under the Internal Revenue Code, such as tax deferred annuity plans for public school teachers and employees and employees of certain other tax-exempt organizations; pension and profit-sharing plans; and deferred compensation plans for state and local governments.

Purchase Payments may be allocated to your choice of one or more Funding Options. Net Purchase Payments are applied to purchase Separate Account Accumulation Units of the appropriate Funding Option. The Accumulation Unit value will be determined as of the end of the Valuation Period during which the payments were received. The value of your investment during the Accumulation Period will vary in accordance with the net income and performance of each Funding Option's individual investments. While you will not receive any distributions from the Funding Options, any such distributions would be reflected in the value of that Funding Option's corresponding Accumulation Unit. During the Variable Annuity payout period, both your Annuity payments and reserve values will vary in accordance with these factors.

The Contracts may be issued on either an allocated or an unallocated basis. Both the allocated and unallocated contracts provide for fixed (General Account) and variable (Separate Account) accumulations and annuity payouts.

### ALLOCATED CONTRACTS

A group allocated Contract will cover all present and future Participants under the Contract. A Participant under an allocated Contract may receive a certificate which evidences participation in the Contract.

### UNALLOCATED CONTRACTS

We offer an unallocated annuity Contract, designed for use with certain qualified pension and profit-sharing plans where the employer has secured the services of a TPA.

The Contracts will be issued to an employer or the trustee(s) or custodian of an employer's pension or profit sharing plan. All Purchase Payments are held

under the Contract, as directed by the Contract Owner. There are no individual allocations under the unallocated Contracts for individual participants in an employer's plan.

12

16

#### RIGHT TO RETURN

For Contracts in use with deferred compensation plans, tax-deferred annuity plans, and combined qualified plans/tax deferred annuity plans, you may return the Contract for a full refund of the Cash Value (including charges) within ten days after you receive it (the "free-look period"). Where state law requires a longer free look period, or the return of Purchase Payments, the Company will comply. The Contract Owner bears the investment risk during the free-look period; therefore, the Cash Value returned may be greater or less than your Purchase Payment. All Cash Values will be determined as of the next valuation following the Company's receipt of your written request for refund.

#### OPERATION OF THE CONTRACT

##### CREDITING PURCHASE PAYMENTS

The Purchase Payments to Your Account or to a Participant's Individual Account under a Contract are applied to purchase Accumulation Units of the selected Funding Options. With respect to an initial Purchase Payment, the Purchase Payment is credited to the applicable account within two business days of our receipt of a properly completed application or purchase order form and the initial Purchase Payment. If an application or any other information provided is incomplete when received, the Purchase Payment will be credited to the applicable account within five business days. If an initial Purchase Payment is not credited within five business days, it will be immediately returned unless you have been informed of the delay and request that the Purchase Payment not be returned.

Any subsequent payment is credited as of the Valuation Period in which it is received. For subsequent Purchase Payments, the number of Accumulation Units credited is determined by dividing the Purchase Payment by the appropriate Accumulation Unit value next computed following receipt of the payment at our Home Office.

##### TRANSFERS OF CASH VALUE BETWEEN FUNDING OPTIONS

You may transfer Cash Values from one or more Funding Options to other Funding Options, subject to the terms and conditions of the Contract (and your Plan). If authorized by the Contract Owner, Participants under allocated Contracts may transfer all or any of their Cash Value from one Funding Option to another up to 30 days before the due date of the first Annuity Payment.

Cash Values may generally be transferred from the Funding Option(s) to the Fixed Account at any time. Cash Values previously transferred from the Fixed Account to the Funding Options may not be transferred back to the Fixed Account or any Competing Fund for a period of at least three months from the date of transfer. We reserve the right to limit the number of transfers and percentage of Cash Value to be transferred from the Fixed Account to the Funding Options and to Contracts not issued by us. The minimum limitation on the number of transfers would be one in any six-month period. Refer to Appendix A for more information regarding transfers to and from the Fixed Account.

##### DOLLAR COST AVERAGING (AUTOMATED TRANSFERS)

Dollar cost averaging permits the Contract Owner or Participant to transfer a fixed dollar amount to other Funding Options on a monthly or quarterly basis so that more Accumulation Units are purchased if the value per unit is low and less Accumulation Units are purchased if the

13

17

value per unit is high. Therefore, a lower-than-average value per unit may be achieved over the long run.

You may elect automated transfers through written request or other method acceptable to the Company. Certain minimums apply to amounts transferred and/or to enroll in the program.

Certain restrictions apply for automated transfers from the Fixed Account that do not apply to automated transfers from any of the other Funding Options. You may establish automated transfers of Cash Values from the Fixed Account. (See Appendix A.)

You may start or stop participation in the Dollar Cost Averaging program at any time, but you must give the Company at least 30 days' notice to change any automated transfer instructions that are currently in place. Automated transfers are subject to all of the other provisions and terms of the Contract, including provisions relating to the transfer of money between funding options. The Company reserves the right to suspend or modify transfer privileges at any time and to assess a processing fee for this service.

Before transferring any part of the Cash Value, Contract Owners should consider the risks involved in switching between investments available under this Contract. Dollar cost averaging requires regular investments regardless of fluctuating price levels, and does not guarantee profits or prevent losses in a declining market. Potential investors should consider their financial ability to continue purchases through periods of low price levels.

#### ASSET ALLOCATION ADVICE

Contract Owners may elect to enter into a separate advisory agreement with Copeland Financial Services, Inc. ("Copeland"), an affiliate of the Company. Copeland provides asset allocation advice under its CHART program, which is fully described in a separate disclosure statement. Under the CHART Program, Purchase Payments and Cash Values are allocated among the specified asset allocation funds. Copeland's charge for this advisory service is equal to a maximum of 1.50% of the assets subject to the CHART Program. The CHART Program fee will be paid by quarterly withdrawals from the Cash Values allocated to the asset allocation funds. The fee is in addition to the Contract charges described in "Charges Under the Contract." The Company will not treat these withdrawals as taxable distributions. The CHART Program may not be available in all marketing programs through which this Contract is sold.

#### TRANSFERS FROM FUNDING OPTIONS TO CONTRACTS NOT ISSUED BY US

You may transfer all or any part of Your Account's Cash Surrender Value, subject to the restrictions of the Fixed Account, if applicable, from any Funding Option to any contract not issued by us. Such transfers may be subject to a sales charge, as described in the Contract. If authorized by the Contract Owner, a Participant may transfer all or any part of the Individual Account's Cash Surrender Value from one Funding Option to any contract not issued by us, subject to the restrictions of the Fixed Account, if applicable.

14

18

#### TRANSFERS TO OR FROM OTHER CONTRACTS ISSUED BY US

Under specific conditions, we may allow you to transfer to this Contract funds held by you in another group annuity contract issued by us or to transfer amounts from this Contract to another Contract issued by us without applying a sales charge to the funds being transferred. Once the transfer is complete and we have established an account for you at your direction, a new sales charge may apply, as described in the new Contract.

#### TRANSFERS FROM CONTRACTS NOT ISSUED BY US

Under specific conditions, when authorized by state insurance law, we may credit a Plan up to 4% of the amount transferred to us from another investment vehicle as reimbursement to the Plan for any exit penalty assessed by the other investment vehicle provider. We will recover this credit through reduced compensation paid to the servicing agent or broker.

#### CONTRACT AND PARTICIPANT'S INDIVIDUAL ACCOUNT TERMINATION

Under the allocated Contracts, if the Cash Value in a Participant's Individual Account is less than the termination amount as stated in your Contract, we reserve the right to terminate that Account and move the Cash Value of that Participant's Individual Account to Your Account.

Any Cash Value to which a terminating Participant is not entitled under the Plan will be moved to Your Account at your direction.

You may discontinue this Contract by Written Request at any time for any reason. We reserve the right to discontinue this Contract if:

- a) the Cash Value of the Contract is less than the termination amount; or
- b) We determine within our sole discretion and judgment that the Plan or administration of the Plan is not in conformity with applicable law; or

c) We receive notice that is satisfactory to us of plan termination.

If we discontinue this Contract or we receive your Written Request to discontinue the Contract, we will, in our sole discretion and judgment:

- a) accept no further payments for this Contract; and
- b) pay you the Cash Surrender Value of the Funding Options within 7 days of the date of our written notice to you, or distribute the Cash Surrender Value of each Participant's Individual Account as described in the Settlement Provisions section at your direction; and
- c) pay you the Cash Surrender Value of the Fixed Account, if applicable, as described in the Fixed Account Appendix.

If the Contract is discontinued, we will distribute the Cash Surrender Value to you no later than 7 days following our mailing the written notice of discontinuance to you at the most current address available on our records. Discontinuance of the Contract will not affect payments we are making under Annuity options which began before the date of discontinuance.

15

19

#### ACCOUNT VALUE

During the Accumulation Period, the Account Value can be determined by multiplying the total number of Funding Option Accumulation Units credited to that account by the current Accumulation Unit value for the appropriate Funding Option and adding the sums for each Funding Option. There is no assurance that the value in any of the Funding Options will equal or exceed the Purchase Payments made to such Funding Options.

#### ACCUMULATION UNIT VALUE

The Accumulation Unit value for each Funding Option will vary to reflect the investment experience of the applicable Funding Option and will be determined on each by multiplying the Accumulation Unit value of the particular Funding Option on the preceding Valuation Date by a net investment factor for that Funding Option for the Valuation Period then ended. The value of the Accumulation Unit for each Funding Option was initially established at \$1.00 on the date that Purchase Payments were first allocated to that Funding Option. The net investment factor is described in the Statement of Additional Information.

You should refer to the Funding Option prospectuses which accompany this prospectus for a description of how the net assets of each Funding Option are valued since this valuation has a direct bearing on the Accumulation Unit value of the Funding Option and therefore the Contract and Account values.

#### PAYMENT OF BENEFITS

##### DEATH BENEFITS UNDER AN ALLOCATED CONTRACT

The allocated Contract provides that, in the event the Participant dies before the selected Annuity Commencement Date or the Participant's age 75 (whichever occurs first), the death benefit payable will be the greater of (a) the Cash Value of the Participant's Individual Account or (b) the total Purchase Payments under that Participant's Individual Account, less any applicable premium tax and prior surrenders not previously deducted as of the date we receive Due Proof of Death.

If the Participant dies on or after age 75 and before the Annuity Commencement Date, we will pay the Beneficiary the Cash Value of the Participant's Individual Account, less any applicable Premium Tax as of the date we receive Due Proof of Death.

We must be notified of a Participant's death no later than six months after the Participant's date of death in order for the Beneficiary to receive the death proceeds as described. If notification is received more than six months after the Participant's death, the Beneficiary shall receive the Cash Value of the Participant's Individual Account as of the date we receive Due Proof of Death.

The death benefit may be taken by the beneficiary in one of three ways: 1) in a single sum, in which case payment will be made within seven days of our receipt of Due Proof of Death, unless subject to postponement as explained below; 2) applied to a nonlifetime Annuity option, in which case the proceeds must be distributed within 5 years of the Participant's date of death, or 3) applied to a lifetime Annuity.

16

An election to receive death benefits under a form of Annuity must be made within one year after the death. The election must be made by written notice to us at our Home Office. The beneficiary may choose to have Annuity payments made on a variable basis, fixed basis, or a combination of the two.

No election to provide Annuity payments will become operative unless the amount placed under the Annuity Option is at least \$2,000. The manner in which the Annuity payments are determined and in which they may vary from month to month are the same as applicable to a Participant's Individual Account after retirement.

There is no Death Benefit under unallocated Contracts.

#### ELECTION OF SETTLEMENT OPTIONS

Any amount distributed from the Contract may be applied to any one of the Annuity options described below.

Election of any of these options must be made by Written Request to our Home Office at least 30 days prior to the date such election is to become effective. The form of such Annuity option shall be determined by the Contract Owner. The following information must be provided with any such request:

- a) the Participant's name, address, date of birth, social security number;
- b) the amount to be distributed
- c) the Annuity option which is to be purchased;
- d) the date the Annuity option payments are to begin;
- e) if the form of the Annuity provides a death benefit in the event of the Participant's death, the name, relationship and address of the beneficiary as designated by you; and
- f) any other data that we may require.

The beneficiary, as specified in item (e) above, may be changed by you or the Annuitant as long as we are notified by Written Request while the Annuitant is alive and before payments have begun. If the beneficiary designation is irrevocable, such designation cannot be changed or revoked without the consent of the beneficiary. After we receive the Written Request and the written consent of the beneficiary (if required), the new beneficiary designation will take effect as of the date the notice is signed. We have no further responsibility for any payment we made before the Written Request.

#### MINIMUM AMOUNTS

The minimum amount that can be placed under an Annuity option is \$2,000 unless we consent to a lesser amount. If any periodic payments due are less than \$100, we reserve the right to make payments at less frequent intervals.

#### MISSTATEMENT

If an Annuitant's sex or age was misstated, all benefits of this Contract are what the Cash Values would have purchased on the date of issue at the correct sex and age.

#### RETIRED LIFE CERTIFICATE

We will issue to each person to whom annuity benefits are being paid under this Contract a certificate setting forth a statement in substance of the benefits to which such person is entitled under this Contract.

#### ALLOCATION OF CASH SURRENDER VALUE DURING THE ANNUITY PERIOD

At the time an Annuity Option is elected, you also may elect to have the Participant's Cash Surrender Value applied to provide a Variable Annuity, a Fixed Annuity, or a combination of both.

If no election is made to the contrary, the Cash Surrender Value will provide an Annuity which varies with the investment experience of the corresponding Funding Option(s) at the time of election. You or the Participant,

if you so authorize, may elect to transfer Cash Value from one Funding Option to another, as described in the provision "Transfers of Cash Value Between Funding Options," in order to reallocate the basis on which Annuity payments will be determined. Once Annuity payments have begun, no further transfers are allowed.

#### ANNUITY OPTIONS

##### Option 1: Life Annuity/No Refund

A Life Annuity is an Annuity payable during the lifetime of the Annuitant and terminating with the last monthly payment preceding the death of the Annuitant.

##### Option 2: Life Annuity with 120, 180 or 240 Monthly Payments Assured

An Annuity payable monthly during the lifetime of an Annuitant with the provision that if, at the death of the Annuitant, payments have been made for less than 120,180 or 240 months, as elected, then we will continue to make payments to the designated beneficiary during the remainder of the period.

##### Option 3: Joint and Last Survivor Life Annuity

Monthly Annuity payments based upon the joint lifetime of two persons selected: payments made first to the Annuitant, and upon his/her death, paid to the survivor. No more payments will be made after the death of the survivor.

##### Option 4: Joint and Last Survivor Annuity - Annuity Reduced on Death of Primary Payee

Monthly Annuity payments to the Annuitant during the joint lifetime of the two persons selected. One of the two persons will be designated as the primary payee. The other will be designated as the secondary payee. On the death of the secondary payee, if survived by the primary payee, we will continue to make monthly Annuity payments to the primary payee in the same amount that would have been payable during the joint lifetime of the two persons.

On the death of the primary payee, if survived by the secondary payee, we will continue to make monthly Annuity payments to the secondary payee in an amount equal to 50% of the payments which would have been made during the lifetime of the primary payee. No further payments will be made following the death of the survivor.

18

22

##### Option 5: Fixed Payments for a Fixed Period of 120, 180, or 240 Months

We will make monthly payments for the period selected. If at the death of the Annuitant, payments have been made for less than 120, 180, or 240 months, as elected, we will continue to make payments to the designated beneficiary during the remainder of the period.

##### Option 6: Other Annuity Options

We will make other arrangements for Annuity payments as may be mutually agreed upon by you and us.

#### VARIABLE ANNUITY

##### AMOUNT OF FIRST PAYMENT

The LIFE ANNUITY TABLES are used to determine the first monthly Annuity payment. They show the dollar amount of the basic first monthly Annuity payment which can be purchased with each \$1,000 applied. The amount applied to an Annuity will be the Cash Surrender Value of a Participant's Individual Account as of 14 days before the date Annuity payments start. We reserve the right to require satisfactory proof of the age of any persons on whose life Annuity payments are based before making the first payment under any of these options.

##### ANNUITY UNIT VALUE

The initial value of an Annuity Unit of each Funding Option was set at \$1.00. On any Valuation Date, the Annuity Unit Value for a Funding Option equals the Annuity Unit Value on the immediately preceding Valuation Date, multiplied by the net investment factor for that Funding Option for the Valuation Period just ended, divided by the Assumed Daily Net Investment Factor. The Assumed Daily Net Investment Factor is given in the Contract.

The value of an Annuity Unit as of any date other than a Valuation Date will be equal to its value as of the succeeding Valuation Date.

##### INITIAL PAYMENT AND NUMBER OF ANNUITY UNITS

We determine the number of Annuity Units credited to the Annuitant's Individual Account in each Funding Option by dividing the basic first monthly Annuity payment attributable to that Funding Option by the Funding Option's Annuity Unit Value as of 14 days before the due date of the first Annuity payment.

#### AMOUNT OF SUBSEQUENT PAYMENTS

The dollar amount of any subsequent payments made to an Annuitant after the first payment date may change from month to month based on the net investment results of the Funding Option(s). The total amount of each Annuity payment will be equal to the sum of the payments in each Funding Option allocated to that Annuitant's Individual Account.

The amount of the payments made to an Annuitant is determined by multiplying, for each Funding Option, the number of Annuity Units credited to that Annuitant by the Annuity Unit Value of the Funding Option as of the date 14 days prior to the date on which payment is due and by adding the sums.

19

23

#### FIXED ANNUITY

A Fixed Annuity provides for payments which do not vary during the Annuity Period. The dollar amount remains constant throughout the payment period. The dollar amount of the first Fixed Annuity payment will be calculated as described under "Amount of First Payment." All subsequent payments will be in the same amount. If it would provide a larger payment, the first Fixed Annuity Payment will be determined using the Life Annuity Tables in effect on the Maturity Date.

#### CHARGES UNDER THE CONTRACT

##### SALES LOADS

Purchase Payments made under the Contract pursuant to the terms of the contracts are not subject to a front-end sales load. However, upon redemption, the Company will charge a surrender charge or a contingent deferred sales charge, as negotiated. The maximum contingent deferred sales charge is 5% of each Purchase Payment for a period of five years from the date the Purchase Payment was made. The maximum surrender charge is 5% of the amount surrendered in the first two Contract Years, up to 4% in years three and four; up to 3% in years five and six, up to 2% in years seven and eight and 0% beginning in the ninth year. Any applicable sales charge will not exceed the aggregate amount of the Purchase Payments made.

For deferred sales charge options, surrenders will be taken from Purchase Payments in the order they were received by us and then on any earnings.

The sales charges can be changed if the Company anticipates it will incur decreased sales-related expenses due to the nature of the Plan to which the Contract is issued or the involvement of TPAs. When considering a change in the sales charges, the Company will take into account:

- (a) The expected level of initial agent or the Company involvement during the establishment and maintenance of the Contract including the amount of enrollment activity required, and the amount of service required by the Contract Owner in support of the Plan, and
- (b) Contract Owner, agent or TPA involvement in conducting ongoing enrollment of subsequently eligible Participants, and
- (c) The expected level of commission the Company may pay to the agent or TPA for distribution expenses, and
- (d) Any other factors which the Company anticipates will increase or decrease the sales-related expenses associated with the sale of the Contract in connection with the Plan.

We will monitor the deductions applicable to each account for the total sales charges to ensure they will never exceed 8.5% of the total Purchase Payments actually made to that account.

20

24

The surrender charge will not be assessed for withdrawals made under the



following circumstances: retirement, separation from service, loans (if available in your Plan), hardship (as defined by the Code), death, disability as defined in Code section 72(m)(7), return of Excess Plan Contributions, minimum required distributions at age 70 1/2, transfers to an Employer Stock Fund, certain Plan expenses as mutually agreed upon and annuitization under this Contract or another contract issued by us.

For unallocated Contracts, we make the deductions described above pursuant to the terms of the various agreements among the custodian, the principal underwriter, and us. Contract distribution expenses may exceed the deduction for sales expenses described above. To the extent that they do, they will be borne by the Company.

**FREE WITHDRAWAL ALLOWANCE.** For Contracts in use with deferred compensation plans, the tax deferred annuity plans and combined qualified plans/tax-deferred annuity plans, there is a 10% free withdrawal allowance available each year after the first Contract Year. The available withdrawal amount will be calculated as of the first Valuation Date of any given Contract Year. The free withdrawal allowance applies to partial surrenders of any amount and to full surrenders, except those full surrenders transferred directly to annuity contracts issued by other financial institutions.

#### MORTALITY AND EXPENSE RISK CHARGE

A mortality and expense risk charge is deducted on each Valuation Date from amounts held in the Separate Account. This charge is equivalent, on an annual basis, to a maximum of 1.20% of the amounts allocated to each Funding Option. The mortality risk portion compensates the Company for guaranteeing to provide Annuity Payments according to the terms of the Contract regardless of how long the Annuitant lives and for guaranteeing to provide the death benefit if a Participant dies prior to the Annuity Commencement Date. The expense risk charge compensates the Company for the risk that the charges under the Contract, which cannot be increased during the duration of the Contract, will be insufficient to cover actual costs.

If the amount deducted for mortality and expense risks is not sufficient to cover the mortality costs and expense shortfalls, the loss is borne by the Company. If the deduction is more than sufficient, the excess will be a profit to the Company. The Company expects to make a profit from the mortality and expense risk charge.

The mortality and expense risk charge is subject to negotiation. In determining the level of the mortality and expense risk charge, the Company will consider the size of the Plan, the number of employees, Plan Participants, the demographics of the Participants, which may reduce mortality and expenses of the Plan, and any other factors which the Company considers relevant.

Although variable Annuity payments made under the Contracts will vary in accordance with the investment performance of each Funding Option's investment portfolio, payments will not be affected by (a) the Company's actual mortality experience among Annuitants after retirement or (b) the Company's actual expenses, if greater than the deductions provided for in the Contracts because of the expense and mortality undertakings by the Company.

21

25

#### FUNDING OPTION CHARGES

There are certain deductions from and expenses paid out of the assets of each Funding Option. These are described in the applicable prospectus for each Funding Option.

#### ADMINISTRATIVE CHARGES

The following administrative charges apply only to allocated Contracts. One charge or the other will apply (not both) as described in your Contract.

**SEMIANNUAL POLICY FEE.** A semiannual policy fee of up to \$15 may be deducted from the value of each Participant's Individual Account. This fee is assessed only during the Accumulation Period.

**ADMINISTRATIVE EXPENSE.** This charge is deducted on each Valuation Date from the variable Funding Options in order to compensate the Company for certain administrative and operating expenses of the Funding Options. The charge is equivalent, on an annual basis, to a maximum of 0.10% of the daily net asset value of each Funding Options. This charge is assessed during the Accumulation and Annuity Periods from each Participant's Individual Account.

Neither the semiannual policy fee nor the administrative expense charge

can be increased. The charges are set at a level which does not exceed the average expected cost of the administrative services to be provided while the Contract is in force, and the Company does not expect to profit from these charges.

As discussed below, the level of the semiannual policy fee and of the administrative expense charge is subject to negotiation. In determining the level of the semiannual fee and the administrative expense charge, we consider certain factors including, but not limited to, the following:

- (a) The size and characteristics of the Contract and the group to which it is issued including: the annual amount of Purchase Payments per Participant, the expected turnover of employees, whether the Contract Owner will remit Purchase Payment allocations electronically, and any other factors pertaining to the characteristics of the group or the Plan which may enable the Company to reduce the expense of administration.
- (b) Determination of the Company's anticipated expenses in administering the Contract, such as: billing for Purchase Payments, producing periodic reports, providing for the direct payment of Contract charges rather than having them deducted from Contract values, and any other factors pertaining to the level and expense of administrative services which will be provided under the Contract.
- (c) TPA and/or agent involvement.

22

26

#### PREMIUM TAX DEDUCTIONS

Certain states or municipalities impose a premium tax, ranging up to 5.0%. A premium tax is made, if applicable, on purchase payments or contract values. On any Contract subject to a premium tax, the tax will be deducted, as provided under applicable law, either from Purchase Payments when received or from the amount applied to effect an Annuity at the time Annuity payments commence. However, we reserve the right to deduct from the Contract the state or municipality premium tax upon our determination of when such tax is due.

#### TPA ADMINISTRATIVE CHARGES

The Company may be directed by the Contract Owner to deduct charges from Purchase Payments or account values for payment to the Contract Owner and/or the TPA. These charges are not levied by the Contract. Such charges may include maintenance fees and transaction fees.

#### THE COMPANY, THE SEPARATE ACCOUNT AND THE FUNDING OPTIONS

##### THE COMPANY

The Travelers Insurance Company is a stock insurance company chartered in 1864 in Connecticut and continuously engaged in the insurance business since that time. It is licensed to conduct life insurance business in all states of the United States, the District of Columbia, Puerto Rico, Guam, the U.S. and British Virgin Islands and the Bahamas. The Company is an indirect wholly owned subsidiary of Travelers Group Inc., a financial services holding company. The Company's Home Office is located at One Tower Square, Hartford, Connecticut 06183.

##### THE SEPARATE ACCOUNT

The Separate Account was established on December 26, 1995, in accordance with authorization by the Board of Directors of the Company. It is the Separate Account in which the Company sets aside and invests the assets attributable to the Contracts sold under this prospectus. The Separate Account is registered as a unit investment trust under the Investment Company Act of 1940. This registration does not, however, involve Securities and Exchange Commission supervision of the management or the investment practices or policies of the Separate Account or the Company.

Under Connecticut law, the assets of the Separate Account attributable to the Contracts offered under this prospectus are held for the benefit of the owners of, and the persons entitled to payments under, those Contracts. The assets in the Separate Account are not chargeable with liabilities arising out of any other business the Company may conduct. Therefore, you will not be affected by the rate of return of the Company's General Account, nor by the investment performance of any of the Company's other separate accounts.

23

The Company does not guarantee the investment results of the Separate Account or the Funding Options. There is no assurance that the Account Value on the Annuity Commencement Date or the aggregate amount of the Variable Annuity payments will equal the sum of Purchase Payments made under the Contract. Since each Funding Option has different investment objectives, each is subject to different risks. These risks are more fully described in the prospectuses for the Funding Options which must accompany this prospectus. Additional copies of the prospectuses may be requested from your sales representative or from the Home Office.

The Company reserves the right, subject to compliance with the law, to substitute the shares of any other registered investment company for the shares of any Funding Option held by the Separate Account. Substitution may occur if shares of the Funding Option(s) become unavailable or due to changes in applicable law or interpretations of law. Current law requires approval of the Securities and Exchange Commission and notification to you of any such substitution. The Company also reserves the right, subject to compliance with the law to offer additional Funding Options.

#### THE FUNDING OPTIONS:

**MANAGED ASSETS TRUST.** The objective of the Managed Assets Trust is high total investment return through a fully managed investment policy. Assets of the Managed Assets Trust will be invested in a portfolio of equity, debt and convertible securities.

**HIGH YIELD BOND TRUST.\*** The objective of the High Yield Bond Trust is generous income. The assets of the High Yield Bond Trust will be invested in bonds which, as a class, sell at discounts from par value and are typically high risk securities. Please read carefully the complete risk disclosure in the Trust's prospectus before investing.

**CAPITAL APPRECIATION FUND.** The objective of the Capital Appreciation Fund is growth of capital through the use of common stocks. Income is not an objective. The Fund invests principally in common stocks of small to large companies which are expected to experience wide fluctuations in price in both rising and declining markets.

**DREYFUS STOCK INDEX FUND.** The objective of the Dreyfus Stock Index Fund is to provide investment results that correspond to the price and yield performance of publicly traded common stocks in the aggregate, as represented by the Standard & Poor's 500 Composite Stock Price Index.

#### AMERICAN ODYSSEY FUNDS, INC.

**AMERICAN ODYSSEY CORE EQUITY FUND.** The objective of the Core Equity Fund is to seek maximum long-term total return by investing primarily in common stocks of well-established companies.

**AMERICAN ODYSSEY EMERGING OPPORTUNITIES FUND.** The objective of the Emerging Opportunities Fund is to seek maximum long-term total return by investing primarily in common stocks of small, rapidly growing companies.

**AMERICAN ODYSSEY INTERNATIONAL EQUITY FUND.** The objective of the International Equity Fund is to seek maximum long-term total return by investing primarily in common stocks of established non-U.S. companies.

**AMERICAN ODYSSEY LONG-TERM BOND FUND.\*** The objective of the Long-Term Bond Fund is to seek maximum long-term total return by investing primarily in long-term corporate debt securities, U.S. government securities, mortgage-related securities, and asset-backed securities, as well as money market instruments.

**AMERICAN ODYSSEY INTERMEDIATE-TERM BOND FUND.\*** The objective of the Intermediate-Term Bond Fund is to seek maximum long-term total return by investing primarily in intermediate-term corporate debt securities, U.S. government securities, mortgage-related securities and asset-backed securities, as well as money market instruments.

**AMERICAN ODYSSEY SHORT-TERM BOND FUND.\*** The objective of the Short-Term Bond Fund is to seek maximum long-term total return by investing primarily in investment-grade, short-term debt securities.

#### TRAVELERS SERIES TRUST

U.S. GOVERNMENT SECURITIES PORTFOLIO.\* The objective of the U.S. Government Securities Portfolio is the selection of investments from the point of view of an investor concerned primarily with highest credit quality, current income and total return. The assets of the U.S. Government Securities Portfolio will be invested in direct obligations of the United States, its agencies and instrumentalities.

SOCIAL AWARENESS STOCK PORTFOLIO. The investment objective of the Social Awareness Stock Portfolio is long-term capital appreciation and retention of net investment income. The Portfolio seeks to fulfill this objective by selecting investments, primarily common stocks, which meet the social criteria established for the Portfolio. Social criteria currently excludes companies that derive a significant portion of their revenues from the production of tobacco, tobacco products, alcohol, or military defense systems, or in the provision of military defense related services or gambling services.

UTILITIES PORTFOLIO. The objective of the Utilities Portfolio is to provide current income by investing in equity and debt securities of companies in the utility industries.

#### TEMPLETON VARIABLE PRODUCTS SERIES

TEMPLETON BOND FUND.\* The objective of the Templeton Bond Fund is high current income through a flexible policy of investing primarily in debt securities of companies, governments and government agencies of various nations throughout the world.

TEMPLETON STOCK FUND. The objective of the Templeton Stock Fund is capital growth through a policy of investing primarily in common stocks issued by companies, large and small, in various nations throughout the world.

TEMPLETON ASSET ALLOCATION FUND.\*\* The objective of the Templeton Asset Allocation Fund is a high level of total return with reduced risk over the long term through a flexible policy of investing in stocks of companies in any nation and debt obligations of companies and governments of any nation. Changes in the asset mix will be adjusted in an attempt to capitalize on total return potential produced by changing economic conditions throughout the world.

25

29

#### FIDELITY'S VARIABLE INSURANCE PRODUCTS FUND

FIDELITY'S HIGH INCOME PORTFOLIO\*. The objective of the High Income Portfolio is to seek to obtain a high level of current income by investing primarily in high yielding, lower-rated, fixed-income securities, while also considering growth of capital. Please read carefully the complete risk disclosure in the Portfolio's prospectus before investing.

FIDELITY'S GROWTH PORTFOLIO. The objective of the Growth Portfolio is to seek capital appreciation. The Portfolio normally purchases common stocks of well-known, established companies, and small emerging growth companies, although its investments are not restricted to any one type of security. Capital appreciation may also be found in other types of securities, including bonds and preferred stocks.

FIDELITY'S EQUITY-INCOME PORTFOLIO. The objective of the Equity-Income Portfolio is to seek reasonable income by investing primarily in income-producing equity securities; in choosing these securities, the portfolio manager will also consider the potential for capital appreciation.

#### FIDELITY'S VARIABLE INSURANCE PRODUCTS FUND II

FIDELITY'S ASSET MANAGER PORTFOLIO.\*\* The objective of the Asset Manager Portfolio is to seek high total return with reduced risk over the long-term by allocating its assets among stocks, bonds and short-term fixed-income instruments.

#### SMITH BARNEY/TRAVELERS SERIES FUND, INC.

SMITH BARNEY INCOME AND GROWTH PORTFOLIO. The objective of the Income and Growth Portfolio is current income and long-term growth of income and capital by investing primarily, but not exclusively, in common stocks.

ALLIANCE GROWTH PORTFOLIO. The objective of the Growth Portfolio is long-term growth of capital by investing predominantly in equity securities of companies with a favorable outlook for earnings and whose rate of growth is expected to exceed that of the U.S. economy over time. Current income is only an incidental consideration.

SMITH BARNEY INTERNATIONAL EQUITY PORTFOLIO. The objective of the International Equity Portfolio is total return on assets from growth of capital and income by investing at least 65% of its assets in a diversified portfolio of equity securities of established non-U.S. issuers.

PUTNAM DIVERSIFIED INCOME PORTFOLIO.\*\* The objective of the Diversified Income Portfolio is to seek high current income consistent with preservation of capital. The Portfolio will allocate its investments among the U.S. Government Sector, the High Yield Sector, and the International Sector of the fixed income securities markets. Please read carefully the complete risk disclosure in the Portfolio's prospectus before investing.

SMITH BARNEY HIGH INCOME PORTFOLIO.\* The investment objective of the High Income Portfolio is high current income. Capital appreciation is a secondary objective. The Portfolio will invest at least 65% of its assets in high-yielding corporate debt obligations and preferred stock. Please read carefully the complete risk disclosure in the Portfolio's prospectus before investing.

26

30

MFS TOTAL RETURN PORTFOLIO.\*\* The Total Return Portfolio's objective is to obtain above-average income (compared to a portfolio entirely invested in equity securities) consistent with the prudent employment of capital. Generally, at least 40% of the Portfolio's assets will be invested in equity securities. Please read carefully the complete risk disclosure in the Portfolio's prospectus before investing.

SMITH BARNEY MONEY MARKET PORTFOLIO.\* The Money Market Portfolio's objective is maximum current income and preservation of capital by investing in high quality, short-term money market instruments. An investment in this fund is neither insured nor guaranteed by the U.S. Government.

\* The Funding Options marked with an asterisk (\*) are considered Competing Funds, and are subject to transfer restrictions as described in the Fixed Account Appendix on page \_\_\_\_\_. Those marked with two asterisks (\*\*) are not currently considered Competing Funds, but may be so in the future because of an allowable change in the Funding Option's investment strategy.

An asset allocation program is available for certain Funding Options under the Contract. See "Asset Allocation Advice" on page \_\_\_\_\_.

Certain variable annuity separate accounts and variable life insurance separate accounts may invest in the Funding Options simultaneously (called "mixed" and "shared" funding). It is conceivable that in the future it may be disadvantageous to do so. Although the Company and the Funding Options do not currently foresee any such disadvantages either to variable annuity Contract Owners or variable life insurance policyowners, each Funding Option's Board of Directors intends to monitor events in order to identify any material conflicts between such Contract Owners and policyowners and to determine what action, if any, should be taken in response thereto. If a Board of Directors was to conclude that separate funds should be established for variable life and variable annuity separate accounts, the variable annuity Contract Owners would not bear any expenses attendant to the establishment of such separate funds, but variable annuity Contract Owners and variable life insurance policyowners would no longer have the economies of scale resulting from a larger combined fund.

The Company reserves the right, subject to compliance with the law, to substitute the shares of any other registered investment company for the shares of any Funding Option held by the Separate Account. Substitution may occur if shares of the Funding Option(s) become unavailable or due to changes in applicable law or interpretations of law. Current law requires notification to you of any such substitution and approval of the Securities and Exchange Commission. The Company also reserves the right, subject to compliance with the law to offer additional Funding Options.

27

## INVESTMENT ADVISERS

The Funding Options receive investment management and advisory services from the following investment professionals:

&lt;TABLE&gt;

&lt;CAPTION&gt;

INVESTMENT ALTERNATIVE	INVESTMENT ADVISER	SUB-ADVISER
<S> Capital Appreciation Fund	<C> The Travelers Investment Management Company (TIMCO)	<C> Janus Capital Corporation
High Yield Bond Trust	Travelers Asset Management International	
Managed Assets Trust	TAMIC	TIMCO
U.S. Government Securities Portfolio	TAMIC	
Social Awareness Stock Portfolio	Smith Barney Mutual Funds Management Inc.	
Utilities Portfolio	Smith Barney Mutual Funds Management Inc.	
Templeton Stock Fund	Templeton Investment Counsel, Inc.	
Templeton Asset Allocation Fund	Templeton Investment Counsel, Inc.	
Templeton Bond Fund	Templeton Global Bond Managers	
Fidelity's High Income Portfolio	Fidelity Management & Research Company	
Fidelity's Equity-Income Portfolio	Fidelity Management & Research Company	
Fidelity's Growth Portfolio	Fidelity Management & Research Company	
Fidelity's Asset Manager Portfolio	Fidelity Management & Research Company	
Dreyfus Stock Index Fund	Wells Fargo Nikko Investment Advisors	
American Odyssey International Equity Fund	American Odyssey Funds Management, Inc.	Bank of Ireland Asset Management (U.S.) Limited
American Odyssey Emerging Opportunities Fund	American Odyssey Funds Management, Inc.	Wilke/Thompson Capital Management, Inc.
American Odyssey Core Equity Fund	American Odyssey Funds Management, Inc.	Equinox Capital Management, Inc.
American Odyssey Long-Term Bond Fund	American Odyssey Funds Management, Inc.	Western Asset Management Company and WLO Global Management
American Odyssey Intermediate-Term Bond Fund	American Odyssey Funds Management, Inc.	TAMIC
American Odyssey Short-Term Bond Fund	American Odyssey Funds Management, Inc.	Smith Graham & Co. Asset Managers, L.P.
Smith Barney Income and Growth Portfolio	Smith Barney Mutual Funds Management Inc.	
Alliance Growth Portfolio	Smith Barney Mutual Funds Management Inc.	Alliance Capital Management L.P
Smith Barney International Equity Portfolio	Smith Barney Mutual Funds Management Inc.	
Putnam Diversified Income Portfolio	Smith Barney Mutual Funds Management Inc.	Putnam Investment Management, Inc.
Smith Barney High Income Portfolio	Smith Barney Mutual Funds Management Inc.	
MFS Total Return Portfolio	Smith Barney Mutual Funds Management Inc.	Massachusetts Financial Services Company
Smith Barney Money Market Portfolio	Smith Barney Mutual Funds Management Inc	

&lt;/TABLE&gt;

## FEDERAL TAX CONSIDERATIONS

The Company is taxed as a life insurance company under Subchapter L of the Internal Revenue Code (the "Code"). The Separate Accounts that form the investment alternatives described herein are treated as part of the total operations of the Company and are not taxed separately. Investment income and gains of a Separate Account that are credited to a variable annuity contract incur no current federal income tax. Generally, amounts credited to a contract are not taxable until received by the Contract Owner, participant or beneficiary, either in the form

of Annuity Payments or other distributions. Tax consequences and limits are described further below for each annuity program.

#### OWNERSHIP OF THE INVESTMENTS

In certain circumstances, owners of variable annuity contracts may be considered the owners, for federal income tax purposes, of the assets of the separate accounts used to support their contract. In those circumstances, income and gains from the separate account assets would be includable in the variable contract owner's gross income. The IRS has stated in published rulings that a variable contract owner will be considered the owner of separate account assets if the contract owner possesses incidents of ownership in those assets, such as the ability to exercise investment control over the assets. The Treasury has also announced, in connection with the issuance of regulations concerning diversification, that those regulations "do 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 Contract Owner), rather than the insurance company, to be treated as the owner of the assets in the account." This announcement also stated that guidance would be issued by way of regulations or rulings on the "extent to which policyholders may direct their investments to particular Sub-Accounts without being treated as owners of the underlying assets." As of the date of this prospectus, no such guidance has been issued.

The ownership rights under the Contract are similar to, but different in certain respects from, those described by the IRS in rulings in which it determined that the owners were not owners of separate account assets. For example, a Contract Owner or Participant of this Contract has additional flexibility in allocating payments and cash values. These differences could result in the Contract Owner being treated as the owner of the assets of Fund QP. In addition, the Company does not know what standard will be set forth in the regulations or rulings which the Treasury is expected to issue, nor does the Company know if such guidance will be issued. The Company therefore reserves the right to modify the Contract as necessary to attempt to prevent the Contract Owner from being considered the owner of a pro rata share of the assets of Fund QP.

The remaining tax discussion assumes that the Contract qualifies as an annuity contract for federal income tax purposes.

#### SECTION 403(b) PLANS AND ARRANGEMENTS

Purchase Payments for tax-deferred annuity contracts may be made by an employer for employees under annuity plans adopted by public educational organizations and certain organizations which are tax exempt under Section 501(c)(3) of the Code. Within statutory limits, these payments are not currently includable in the gross income of the participants. Increases in the value of the Contract attributable to these Purchase Payments are similarly not subject to current taxation. The income in the Contract is taxable as ordinary income whenever distributed.

An additional tax of 10% will apply to any taxable distribution received by the participant before the age of 59 1/2, except when due to death, disability, or as part of a series of payments for life or life expectancy, or made after the age of 55 with separation from service. There are other statutory exceptions.

Amounts attributable to salary reductions and income thereon may not be

withdrawn prior to attaining the age of 59 1/2, separation from service, death, total and permanent disability, or in the case of hardship as defined by federal tax law and regulations. Hardship withdrawals are available only to the extent of the salary reduction contributions and not from the income attributable to such contributions. These restrictions do not apply to assets held generally as of December 31, 1988.

Distribution must begin by April 1st of the calendar year following the calendar year in which the participant attains the age of 70 1/2. Certain other mandatory distribution rules apply at the death of the participant.

Eligible rollover distributions, including most partial or full redemptions or "term-for-years" distributions of less than 10 years, are eligible for direct rollover to another 403(b) contract or to an Individual Retirement Arrangement (IRA) without federal income tax withholding.

#### QUALIFIED PENSION AND PROFIT-SHARING PLANS

Under a qualified pension or profit-sharing trust described in Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code, Purchase Payments made by an employer are not currently taxable to the participant and increases in the value of a contract are not subject to taxation until received by a Participant or beneficiary.

Distributions in the form of Annuity or Income Payments are taxable to the Participant or beneficiary as ordinary income in the year of receipt. Any distribution that is considered the participant's "investment in the contract" is treated as a return of capital and is not taxable. Payments under Income Option 3 are taxable in full. Certain lump-sum distributions described in Section 402 of the Code may be eligible for special ten-year forward averaging treatment for individuals born before January 1, 1936. All individuals may be eligible for favorable five-year forward averaging of lump-sum distributions. Certain eligible rollover distributions including most partial and full surrenders or term-for-years distributions of less than 10 years are eligible for direct rollover to an eligible retirement plan or to an IRA without federal income tax withholding.

An additional tax of 10% will apply to any taxable distribution received by the Participant before the age of 59 1/2, except by reason of death, disability or as part of a series of payments for life or life expectancy, or at early retirement at or after the age of 55. There are other statutory exceptions.

Amounts attributable to salary reductions and income thereon may not be withdrawn prior to attaining the age of 59 1/2, separation from service, death, total and permanent disability, or in the case of hardship as defined by federal tax law and regulations. Hardship withdrawals are available only to the extent of the salary reduction contributions and not from the income attributable to such contributions. These restrictions do not apply to assets held generally as of December 31, 1988.

Distribution must begin by April 1st of the calendar year following the calendar year in which the participant attains the age of 70 1/2. Certain other mandatory distribution rules apply at the death of the Participant.

30

34

#### SECTION 457 PLANS

Section 457 of the Code allows employees and independent contractors of state and local governments and tax-exempt organizations to defer a portion of their salaries or compensation to retirement years without paying current income tax on either the deferrals or the earnings on the deferrals.

The Owner of contracts issued under Section 457 plans is the employer or a contractor of the Participant and amounts may not be made available to Participants (or beneficiaries) until separation from service, retirement or death or an unforeseeable emergency as determined by Treasury Regulations. The proceeds of Annuity contracts purchased by Section 457 plans are subject to the claims of general creditors of the employer or contractor.

Distributions must begin generally by April 1st of the calendar year following the calendar year in which the Participant attains the age of 70 1/2. Certain other mandatory distribution rules apply upon the death of the Participant.

All distributions from plans that meet the requirements of Section 457 of the Code are taxable as ordinary income in the year paid or made available to the Participant or beneficiary.

THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974



Under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, certain special provisions may apply to the contract if the Owner of a Section 403(b) plan contract or certain other tax-benefited contracts requests that the contract be issued to conform to ERISA or if the Company has notice that the contract was issued pursuant to a plan that is subject to ERISA.

ERISA requires that certain Annuity Options, withdrawals or other payments and any application for a loan secured by the contract may not be made until the Participant has filed a Qualified Election with the plan administrator. Under certain plans, ERISA also requires that a designation of a beneficiary other than the Participant's spouse be invalid unless the Participant has filed a Qualified Election.

A Qualified Election must include either the written consent of the Participant's spouse, notarized or witnessed by an authorized plan representative, or the Participant's certification that there is no spouse or that the spouse cannot be located.

The Company intends to administer all contracts to which ERISA applies in a manner consistent with the direction of the plan administrator regarding the provisions of the plan, in accordance with applicable law. Because these requirements differ according to the plan, a person contemplating the purchase of an annuity contract should consider the provisions of the plan.

#### FEDERAL INCOME TAX WITHHOLDING

The portion of a distribution which is taxable income to the recipient will be subject to federal income tax withholding, generally pursuant to Section 3405 of the Code. The application of this provision is summarized below.

31

35

#### 1. ELIGIBLE ROLLOVER DISTRIBUTION FROM SECTION 403(b) PLANS OR ARRANGEMENTS OR FROM QUALIFIED PENSION AND PROFIT-SHARING PLANS

Plan distributions that are eligible for rollover to an IRA or to another retirement plan but are not directly rolled over are subject to a mandatory 20% federal tax withholding. A distribution made directly to a participant or beneficiary may avoid this result if:

- (a) a periodic settlement distribution is elected based upon a life or life expectancy calculation, or
- (b) a complete term-for-years settlement distribution is elected for a period of ten years or more, payable at least annually, or
- (c) a minimum required distribution as defined under the tax law is taken upon the attainment of the age of 70 1/2 or as otherwise required by law.

A distribution including a rollover that is not a direct rollover will require the 20% withholding, and a 10% additional tax penalty (for premature withdrawal) may apply to any amount not actually rolled over due to 20% withholding. The 20% withholding may be recovered when the Participant or beneficiary files a personal income tax return for the year if a rollover was completed within 60 days of receipt of the funds, except to the extent that the Participant or spousal beneficiary is otherwise underwithheld or short on estimated taxes for that year.

#### 2. OTHER NON-PERIODIC DISTRIBUTIONS (FULL OR PARTIAL REDEMPTIONS)

For any payment not subject to mandatory 20% withholding as described in 1 above, the portion of a non-periodic distribution which constitutes taxable income will be subject to federal income tax withholding, to the extent such aggregate distributions exceed \$200 for the year, unless the recipient elects not to have taxes withheld. If an election out is not provided, 10% of the taxable distribution will automatically be withheld as federal income tax. Election forms will be provided at the time distributions are requested. This form of withholding applies to all annuity programs.

#### 3. PERIODIC DISTRIBUTIONS (DISTRIBUTIONS PAYABLE OVER A PERIOD GREATER THAN ONE YEAR)

The portion of a periodic distribution which constitutes taxable income will be subject to federal income tax withholding under the wage withholding tables as if the recipient were married claiming three exemptions. A recipient may elect not to have income taxes withheld or have income taxes withheld at a different rate by providing a completed election form. Election forms will be provided

at the time distributions are requested. This form of withholding applies to all annuity programs. As of January 1, 1994, a recipient receiving periodic payments (e.g., monthly or annual payments under an Annuity Option) which total \$13,700 or less per year, will generally be exempt from the withholding requirements.

Recipients who elect not to have withholding made are liable for payment of federal income tax on the taxable portion of the distribution. All recipients may also be subject to penalties under the estimated tax payment rules if withholding and estimated tax payments are insufficient.

32

36

Recipients who do not provide a social security number or other taxpayer identification number will not be permitted to elect out of withholding. Additionally, United States citizens residing outside of the country, or U.S. legal residents temporarily residing outside the country, are not permitted to elect out of withholding.

#### TAX ADVICE

Because of the complexity of the law and the fact that the tax results will vary according to the factual status of the individual involved, tax advice may be needed by a person contemplating purchase of an annuity contract and by an Owner, participant or beneficiary who may make elections under a contract. The foregoing description of the federal income tax consequences under these contracts is not exhaustive and that special rules are provided with respect to situations not discussed here. It should be understood that if a tax-benefited plan loses its exempt status, employees could lose some of the tax benefits described. For further information, a qualified tax adviser should be consulted.

#### MISCELLANEOUS

#### VOTING RIGHTS

The Company shall notify the Contract Owner of any Funding Option shareholders' meeting if the shares held for the Contract Owner's accounts may be voted at such meetings. The Company shall also send proxy materials and a form of instruction by means of which the Contract Owner can instruct the Company with respect to the voting of the Funding Option shares held for the Contract Owner's account. In connection with the voting of Funding Option shares held by it, the Company shall arrange for the handling and tallying of proxies received from Contract Owners. The Company as such, shall have no right, except as hereinafter provided, to vote any Fund Option shares held by it thereunder which may be registered in its name or the names of its nominees. The Company will, however, vote the Funding Option shares held by it in accordance with the instructions received from the Contract Owners for whose accounts the Funding Option shares are held. If a Contract Owner desires to attend any meeting at which shares held for the Contract Owner's benefit may be voted, the Contract Owner may request the Company to furnish a proxy or otherwise arrange for the exercise of voting rights with respect to the Funding Option shares held for such Contract Owner's account. In the event that the Contract Owner gives no instructions or leaves the manner of voting discretionary, the Company will vote such shares of the appropriate Funding Option, including any of its own shares, in the same proportion as shares of that Fund Option for which instructions have been received.

A Contract Owner or Participant, as appropriate, is entitled to one full or fractional vote for each full or fractional Accumulation or Annuity Unit owned. The Contract Owner has voting rights throughout the life of the Contract. Vested Participants have voting rights for as long as participation in the Contract continues. Voting rights attach only to Separate Account interests.

During the Annuity period under a Contract the number of votes will decrease as the assets held to fund Annuity benefits decrease.

33

37

#### DISTRIBUTION OF THE CONTRACTS

Tower Square Securities, Inc. ("TSSI") serves as Principal Underwriter for the securities issued with respect to the Separate Account. The Company is the custodian of the Separate Account's assets. It is currently anticipated that an affiliated broker-dealer may become the principal underwriter for the Contracts during 1996.

The Contracts will be sold by salespersons of TSSI who represent the Company as insurance and variable annuity agents and who are registered representatives or Broker-Dealers who have entered into distribution agreements with TSSI. The compensation paid to sales representatives will not exceed 5% of payments made under the Contracts. TSSI is registered with the Commission under the Securities Exchange Act of 1934 as a Broker-Dealer and is a member of the National Association of Securities Dealers, Inc. TSSI is an indirect wholly owned subsidiary of Travelers Group Inc.

#### POSTPONEMENT OF PAYMENT (EMERGENCY PROCEDURE)

Payment of any benefit or values may be postponed whenever (1) the New York Stock Exchange is closed; (2) when trading on the New York Stock Exchange is restricted; (3) when an emergency exists as determined by the Securities and Exchange Commission so that disposal of the securities held in the Funding Options is not reasonably practicable or it is not reasonably practicable to determine the value of the Funding Option's net assets; or (4) during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders. Any provision of the Contract which specifies a Valuation Date will be superseded by this Emergency Procedure.

#### CONTRACT MODIFICATION

The Company reserves the right to modify the Contract to keep it qualified under all related law and regulations which are in effect during the term of this Contract. We will obtain the approval of any regulatory authority needed for the modifications.

#### LEGAL PROCEEDINGS

The Company's Counsel with respect to federal laws and regulations applicable to the issue and sale of the Contracts and with respect to Connecticut law is Kathleen A. McGah, Esquire, Counsel and Assistant Secretary of The Travelers Insurance Company. She has passed on all legal matters affecting the Separate Account. Currently, there are no material legal proceedings affecting the Separate Account.

34

38

#### APPENDIX A: THE FIXED ACCOUNT

Under the Fixed Account, the Company assumes the risk of investment gain or loss, guarantees a specified interest rate, and, if a Fixed Annuity option is elected, guarantees a specified periodic payment. The investment gain or loss of any of the Funding Options does not affect the Fixed Account portion of the Contract Owner's Cash Value, or the dollar amount of fixed annuity payments made under any payout option.

Interest will be compounded and credited to the Fixed Account at a daily rate equivalent to the effective annual interest rate as determined by the Company. The net interest rate will never be less than 3%. Any interest credited to amounts allocated to the Fixed Account in excess of 3% per year will be determined at our sole discretion.

The Company guarantees that, at any time, the Fixed Account Cash Value will not be less than the amount of the Purchase Payments allocated to the Fixed Account, plus interest credited as described above, less any applicable premium taxes or prior surrenders. If the Contract Owner takes a surrender, the amount available from the Fixed Account will be reduced by any applicable surrender charge as described under "Charges under the Contract" in this prospectus.

Purchase Payments allocated to the Fixed Account and any transfers made to the Fixed Account become part of the Company's General Account which supports insurance and Annuity obligations. Neither the General Account nor any interest therein is registered under, nor subject to the provisions of the Securities Act of 1933 or 1940 Act. The Company will invest the assets of the Fixed Account at its discretion. Investment income from such Fixed Account assets will be allocated to the Company and to the Contracts participating in the Fixed Account.

Investment income from the Fixed Account allocated to the Company includes compensation for mortality and expense risks borne by the Company in connection with Fixed Account Contracts. The amount of such investment income allocated to the Contracts will vary from year to year in the sole discretion of the Company at such rate or rates as the Company prospectively declares from time to time.

#### TRANSFERS

After the first Contract Year, transfers from the Fixed Account are permitted, either to the Funding Options or to Contracts not issued by us, but not exceed 20% per Contract Year, as applicable of the Cash Value in the Fixed Account valued on each such anniversary. No transfers will be allowed between

the Fixed Account and any Competing Fund in the Plan. Amounts previously transferred from the Fixed Account to the Funding Options may not be transferred back to the Fixed Account or to any Competing Fund for a period of at least 3 months from the date of transfer. The Company reserves the right to waive either of these restrictions in its discretion and/or to limit the number of transfers to be transferred from the Fixed Account to the Funding Options to not more than one in any six month period.

Automated transfers from the Fixed Account to any of the Funding Options may begin at any time. Automated transfers from the Fixed Account may not deplete your Fixed Account Value in a period of less than twelve months from your enrollment in the Dollar Cost Averaging Program.

35

39

#### DISTRIBUTIONS

As allowed under the Contract and the Plan, you may request distributions from the Fixed Account at any time. Upon receipt of your Written Request, we will pay you the applicable Fixed Account Cash Surrender Value.

Distributions from the Fixed Account are processed on a last-in, first-out basis (LIFO) for interest-crediting purposes. The Cash Surrender Value will be determined as of the next valuation date following receipt of your Written Request. We reserve the right to defer payment of Fixed Account values for up to six months from the date of the Written Request. If a payment is deferred for more than 30 days from the date the request is received, we will pay a minimum interest rate of 3% on the amount deferred.

#### CONTRACT DISCONTINUANCE PROVISION

If the Contract is discontinued, no further Purchase Payments or transfers or benefit payments will be allowed. On the date we receive your Written Request to discontinue the Contract or within 31 days after we notify you in writing of our intent to discontinue the Contract, all Cash Values in the Individual Accounts will be transferred to Your Account. Any amounts transferred from the Fixed Account to the Funding Options during the previous 30 days from the date of discontinuance will be transferred back to the Fixed Account. If these amounts are not available in the Individual Accounts, the equivalent Cash Values will be transferred from Your Account.

The Fixed Account value payable upon Contract discontinuance, and the method of payment are described in you Contract.

36

40

#### Appendix B

##### CONTENTS OF THE STATEMENT OF ADDITIONAL INFORMATION

The Statement of Additional Information contains more specific information and financial statements relating to the Separate Account and the Company. A list of the contents of the Statement of Additional Information is set forth below:

- The Insurance Company
- Principal Underwriter
- Distribution and Management Agreement
- Valuation of Assets
- Performance Information
- Independent Accountants
- Financial Statements

Copies of the Statement of Additional Information dated \_\_\_\_\_, 1996 (Form No. L 12549S) are available without charge. To request a copy, please complete the coupon found below and mail it to: The Travelers Insurance Company, Annuity Investor Services -- 5SHS, One Tower Square, Hartford, Connecticut, 06183-9061.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

37

PART B

INFORMATION REQUIRED IN A STATEMENT OF ADDITIONAL INFORMATION

STATEMENT OF ADDITIONAL INFORMATION

dated

\_\_\_\_\_, 1996

for

THE TRAVELERS FUND QP FOR VARIABLE ANNUITIES

ISSUED BY

THE TRAVELERS INSURANCE COMPANY

This Statement of Additional Information ("SAI") is not a prospectus but relates to, and should be read in conjunction with, the Group Variable Annuity Contract Prospectus dated \_\_\_\_\_, 1996. A copy of the Prospectus may be obtained by writing to The Travelers Insurance Company, Annuity Services, One Tower Square, Hartford, Connecticut 06183-9061, or by calling 1-800-842-8573.

TABLE OF CONTENTS

<TABLE>	
<S>	<C>
THE INSURANCE COMPANY . . . . .	1
PRINCIPAL UNDERWRITER . . . . .	2
DISTRIBUTION AND MANAGEMENT AGREEMENT . . . . .	2
VALUATION OF ASSETS . . . . .	2
PERFORMANCE INFORMATION . . . . .	3
INDEPENDENT ACCOUNTANTS . . . . .	5
FINANCIAL STATEMENTS . . . . .	5
</TABLE>	

THE INSURANCE COMPANY

The Travelers Insurance Company (the "Company"), is a stock insurance company chartered in 1864 in Connecticut and continuously engaged in the insurance business since that time. It is licensed to conduct life insurance business in all states of the United States, the District of Columbia, Puerto Rico, Guam, the U.S. and British Virgin Islands and the Bahamas. The Company is an indirect wholly owned subsidiary of Travelers Group Inc. The Company's Home Office is located at One Tower Square, Hartford, Connecticut 06183.

STATE REGULATION. The Company is subject to the laws of the state of Connecticut governing insurance companies and to regulation by the Insurance Commissioner of the state of Connecticut (the "Commissioner"). An annual statement covering the operations of the Company for the preceding year, as well as its financial conditions as of December 31 of such year, must be filed with the Commissioner in a prescribed format on or before March 1 of each year. The Company's books and assets are subject to review or examination by the Commissioner or his agents at all times, and a full examination of its operations is conducted at least once every four years.

The Company is also subject to the insurance laws and regulations of all other states in which it is licensed to operate. However, the insurance departments of each of these states generally apply the laws of the jurisdiction of domicile in determining the field of permissible investments.

THE SEPARATE ACCOUNT. Fund QP meets the definition of a separate account under the federal securities laws, and will comply with the provisions of the 1940 Act. Additionally, the operations of Fund QP are subject to the provisions of Section 38a-433 of the Connecticut General Statutes which authorizes the Commissioner to adopt regulations under it. Section 38a-433 contains no restrictions on the investments of the Separate Account, and the Commissioner has adopted no regulations under the Section that affect the Separate Account.

THE FIXED ACCOUNT. The Fixed Account is secured by part of the general assets of the Company. The general assets of the Company include all assets of the Company other than those held in Fund QP or any other separate account sponsored by the Company or its affiliates.

The staff of the Securities and Exchange Commission does not generally review the disclosure in the prospectus relating to the Fixed Account. Disclosure regarding the Fixed Account and the general account may, however, be subject to certain provisions of the federal securities laws relating to the accuracy and completeness of statements made in the prospectus.

1

44

#### PRINCIPAL UNDERWRITER

Tower Square Securities, Inc. ("TSSI"), an affiliate of the Company, serves as principal underwriter for Fund QP and the Contracts. The offering is continuous. TSSI is an indirect wholly owned subsidiary of Travelers Group Inc. and its principal executive offices are located at One Tower Square, Hartford, Connecticut. It is anticipated that an affiliated broker-dealer may become the principal underwriter for the Contracts in 1996.

#### DISTRIBUTION AND MANAGEMENT AGREEMENT

Under the terms of the Distribution and Management Agreement among Fund QP, the Company and TSSI, the Company provides all administrative services and mortality and expense risk guarantees related to variable annuity contracts sold by the Company in connection with the Fund QP. TSSI performs the sales functions related to the Contracts. The Company reimburses TSSI for commissions paid, other sales expenses and certain overhead expenses connected with sales functions. The Company also pays all costs (including costs associated with the preparation of sales literature); all costs of qualifying the Fund QP and the variable annuity contract with regulatory authorities; the costs of proxy solicitation; and all custodian, accountant's and legal fees. The Company also provides without cost to the Fund QP all necessary office space, facilities, and personnel to manage its affairs.

#### VALUATION OF ASSETS

**FUNDING OPTIONS:** The value of the assets of each Underlying Fund is determined on each Valuation Date as of the close of the New York Stock Exchange. Each security traded on a national securities exchange is valued at the last reported sale price on the Valuation Date. If there has been no sale on that day, then the value of the security is taken to be the mean between the reported bid and asked prices on the Valuation Date or on the basis of quotations received from a reputable broker or any other recognized source.

Any security not traded on a securities exchange but traded in the over-the-counter-market and for which market quotations are readily available is valued at the mean between the quoted bid and asked prices on the Valuation Date or on the basis of quotations received from a reputable broker or any other recognized source.

Securities traded on the over-the-counter-market and listed securities with no reported sales are valued at the mean between the last reported bid and asked prices or on the basis of quotations received from a reputable broker or other recognized source.

2

45

Short-term investments for which a quoted market price is available are valued at market. Short-term investments maturing in more than sixty days for which there is no reliable quoted market price are valued by "marking to market" (computing a market value based upon quotations from dealers or issuers for securities of a similar type, quality and maturity.) "Marking to market" takes in account unrealized appreciation or depreciation due to changes in interest rates or other factors which would influence the current fair values of such securities. Short-term investments maturing in sixty days or less for which there is no reliable quoted market price are valued at amortized cost which approximates market.

**THE CONTRACT VALUE:** The value of an Accumulation Unit on any Valuation Date is determined by multiplying the value on the immediately preceding Valuation Date by the net investment factor for the Valuation Period just ended. The net investment factor is used to measure the investment performance of a Funding Option from one Valuation Period to the next. The net investment factor for a Funding Option for any Valuation Period is equal to the sum of 1.000000 plus the net investment rate (the gross investment rate less any applicable Funding Option deductions during the Valuation Period relating to the Insurance Charge and the Funding Option Administrative Charge). The gross investment rate of a Funding Option is equal to  $(a - b)/c$  where:

- (a) = investment income plus capital gains and losses (whether realized or unrealized);
- (b) = any deduction for applicable taxes (presently zero); and
- (c) = the value of the assets of the Funding Option at the beginning of the Valuation Period.

The gross investment rate may be either positive or negative. A Funding Option's investment income includes any distribution whose ex-dividend date occurs during the Valuation Period.

PERFORMANCE INFORMATION

From time to time, the Company may advertise several types of historical performance for the Funding Options of Fund QP. The Company may advertise the "standardized average annual total returns" of the Funding Option, calculated in a manner prescribed by the Securities and Exchange Commission, as well as the "non-standardized total return," as described below:

**STANDARDIZED METHOD.** Quotations of average annual total return are computed according to a formula in which a hypothetical initial investment of \$1,000 is applied to the Funding Option, and then related to ending redeemable values over one-, five-, and ten-year periods, or for a period covering the time during which the Funding Option has been in existence if less. These quotations reflect the deduction of all recurring charges during each period (on a pro rata basis in the case of fractional periods). The deduction for the semiannual administrative charge is converted to a percentage of assets based on the actual fee collected, divided by the average net assets per contract sold under the Prospectus to which this Statement of Additional Information relates. Each quotation assumes a total redemption at the end of each period with the assessment of any applicable sales charge at that time.

**NON-STANDARDIZED METHOD.** Non-standardized "total return" will be calculated in a similar manner based on the performance of the Funding Options over a period of time, usually for the calendar year-to-date, and for the past one-, three-, five- and seven-year periods. Nonstandardized total return will not reflect the deduction of any applicable sales charge or the \$15 semiannual contract administrative charge, which, if reflected, would decrease the level of performance shown. The sales charge is not reflected because the Contract is designed for long-term investment.

46

**GENERAL.** Within the guidelines prescribed by the SEC and the National Association of Securities Dealers, Inc. ("NASD"), performance information may be quoted numerically or may be presented in a table, graph or other illustration. Advertisements may include data comparing performance to well-known indices of market performance (including, but not limited to, the Dow Jones Industrial Average, the Standard & Poor's (S&P) 500 Index and the S&P 400 Index, the Lehman Brothers Long T-Bond Index, the Russell 1000, 2000 and 3000 Indices, the Value Line Index, and the Morgan Stanley Capital International's EAFE Index). Advertisements may also include published editorial comments and performance rankings compiled by independent organizations (including, but not limited to, Lipper Analytical Services, Inc. and Morningstar, Inc.) and publications that monitor the performance of Fund QP and the Underlying Funds.

For Funding Options that were in existence prior to the date they became available under Fund QP, the standardized average total return and non-standardized total return quotations will show the investment performance that such Funding Options would have achieved (reduced by the applicable charges) had they been held under the Contract for the period quoted. The total return quotations are based upon historical earnings and are not necessarily representative of future performance. An Owner's Contract Value at redemption may be more or less than original cost.

Average annual total returns for each of the Funding Options computed according to the standardized and non-standardized methods for the period ending December 31, 1995 (beginning at inception date) are set forth in the following table.

TOTAL RETURN CALCULATIONS  
FUNDING OPTIONS OF FUND QP

<TABLE>  
<CAPTION>

	STANDARDIZED			NON-STANDARDIZED				Inception Date
	1-yr	5-yr	10-yr	1-yr	3-yr	5-yr	7-yr	
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Capital Appreciation Fund								
High Yield Bond Trust								
Managed Assets Trust								
Dreyfus Stock Index Fund								
Travelers Series Trust:								
U.S. Government Securities Portfolio								
Social Awareness Stock Portfolio								
Utilities Portfolio								
Templeton Variable Products Series Fund								
Templeton Bond Fund								

Templeton Stock Fund  
 Templeton Asset Allocation Fund  
 Variable Insurance Products Fund  
 Fidelity's High Income Portfolio  
 Fidelity's Equity-Income Portfolio  
 Fidelity's Growth Portfolio  
 Variable Insurance Products Fund II  
 Fidelity's Asset Manager Portfolio  
 </TABLE>

4

47

TOTAL RETURN CALCULATIONS  
 FUNDING OPTIONS OF FUND QP (Continued)

<TABLE>  
 <CAPTION>

	STANDARDIZED			NON-STANDARDIZED				Inception Date
	1-yr	5-yr	10-yr	1-yr	3-yr	5-yr	7-yr	
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
American Odyssey Funds:								
International Equity Fund								
Emerging Opportunities Fund								
Core Equity Fund								
Long-Term Bond Fund								
Intermediate-Term Bond Fund								
Short-Term Bond Fund								
CHART Funds:								
Smith Barney/Travelers Series Fund, Inc:								
Smith Barney Income and Growth Portfolio								
Alliance Growth Portfolio								
Smith Barney International Equity Portfolio								
Putnam Diversified Income Portfolio								
Smith Barney High Income Portfolio								
MFS Total Return Portfolio								
Smith Barney Money Market Portfolio								

INDEPENDENT ACCOUNTANTS

Coopers & Lybrand L.L.P., certified public independent accountants, 100 Pearl Street, Hartford, Connecticut, are the independent auditors for Fund QP. The services to be provided to Fund QP include primarily the examination of the Fund's financial statements.

FINANCIAL STATEMENTS

Financial Statements for Fund QP are not available since the Fund had no assets as of the effective date of this SAI. Financial statements for The Travelers Insurance Company are included in this SAI.

5

48

STATEMENT OF ADDITIONAL INFORMATION  
 FUND QP

Group Variable Annuity Contract  
 issued by

The Travelers Insurance Company  
 One Tower Square  
 Hartford, Connecticut 06183

L-XXXXXS

(\_\_\_\_\_, 1996)

6



## OTHER INFORMATION

## Item 24. Financial Statements and Exhibits

- (a) The financial statements of the Registrant are not provided since the Registrant will have no assets prior to the effective date of the Registration Statement.

The consolidated financial statements of The Travelers Insurance Company and Subsidiaries and the Reports of Independent Accountants, will be provided in a subsequent pre-effective amendment.

## (b) Exhibits

1. Resolution of The Travelers Insurance Company Board of Directors authorizing the establishment of the Registrant.
  2. Exempt.
  - 3(a). Form of Distribution and Management Agreement among the Registrant, The Travelers Insurance Company and Tower Square Securities, Inc.
  - 3(b). Form of Selling Agreement.
  4. Form of Variable Annuity Contract(s).
  5. None.
  - 6(a). Charter of The Travelers Insurance Company, as amended on October 19, 1994. (Incorporated herein by reference to Exhibit 3(a)(i) to Registration Statement on Form S-2, File No. 33-58677, filed via Edgar on April 18, 1995.)
  - 6(b). By-Laws of The Travelers Insurance Company, as amended on October 20, 1994. (Incorporated herein by reference to Exhibit 3(b)(i) to the Registration Statement on Form S-2, File No. 33-58677, filed via Edgar on April 18, 1995.)
  7. None.
  8. None.
  9. Opinion of Counsel as to the legality of securities being registered.
  10. Not Applicable.
  11. Not Applicable.
  12. None
- 50
13. Schedule for computation of each performance quotation. To be filed by amendment.
  14. Representation concerning reliance upon No-Action Letter IP-6-88.
  15. Powers of Attorney authorizing Jay S. Fishman or Ernest J. Wright as signatory for Robert I. Lipp, Michael A. Carpenter, Charles O. Prince III, Marc P. Weill, Irwin R. Ettinger, Donald T. DeCarlo and Christine B. Mead.
  27. Financial Data Schedule. (To be filed by amendment.)

51

## Item 25. Directors and Officers of the Depositor

&lt;TABLE&gt;

&lt;CAPTION&gt;

Name and Principal  
Business Address  
-----

Positions and Offices  
with Depositor  
-----

&lt;S&gt;

&lt;C&gt;

Robert I. Lipp*	Director and Chairman
Michael A. Carpenter*	Director, President and Chief Executive Officer
Jay S. Fishman*	Director, Vice Chairman and Chief Financial Officer
Charles O. Prince III**	Director
Marc P. Weill**	Director, Senior Vice President and Chief Investment Officer
Irwin R. Ettinger**	Director
Donald T. DeCarlo*	Director, Senior Vice President, General Counsel and Secretary

Stuart Baritz**	Senior Vice President
Jay S. Benet*	Senior Vice President
George C. Kokulis*	Senior Vice President
Warren H. May*	Senior Vice President
Christine B. Mead*	Vice President and Controller
William H. White*	Vice President and Treasurer
Ian R. Stuart*	Vice President and Financial Officer
Kathleen A. D'Auria*	Vice President
Charles N. Vest*	Vice President and Actuary
Robert Hamilton*	Second Vice President
Bethann C. Maas*	Second Vice President
Elizabeth Charron*	Second Vice President
Ernest J. Wright*	Counsel and Assistant Secretary
Kathleen A. McGah*	Counsel and Assistant Secretary

Principal Business Address:

* The Travelers Insurance Company	**Travelers Group Inc.
One Tower Square	388 Greenwich Street
Hartford, CT 06183	New York, N.Y. 10013

</TABLE>

52

Item 26. Persons Controlled by or Under Common Control with the Depositor or Registrant

To be filed by Amendment

53

Item 27. Number of Contract Owners

Not Applicable.

Item 28. Indemnification

Section 33-320a of the Connecticut General Statutes ("C.G.S.") regarding indemnification of directors and officers of Connecticut corporations provides in general that Connecticut corporations shall indemnify their officers, directors and certain other defined individuals against judgments, fines, penalties, amounts paid in settlement and reasonable expenses actually incurred in connection with proceedings against the corporation. The corporation's obligation to provide such indemnification generally does not apply unless (1) the individual is successful on the merits in the defense of any such proceeding; or (2) a determination is made (by persons specified in the statute) that the individual acted in good faith and in the best interests of the corporation; or (3) the court, upon application by the individual, determines in view of all of the circumstances that such person is fairly and reasonably entitled to be indemnified, and then for such amount as the court shall determine. With respect to proceedings brought by or in the right of the corporation, the statute provides that the corporation shall indemnify its officers, directors and certain other defined individuals, against reasonable expenses actually incurred by them in connection with such proceedings, subject to certain limitations.

C.G.S. Section 33-320a provides an exclusive remedy; a Connecticut corporation cannot indemnify a director or officer to an extent either greater or less than that authorized by the statute, e.g., pursuant to its certificate of incorporation, by-laws, or any separate contractual arrangement. However, the statute does specifically authorize a corporation to procure indemnification insurance to provide greater indemnification rights. The premiums for such insurance may be shared with the insured individuals on an agreed basis.

Travelers Group Inc. also provides liability insurance for its directors and officers and the directors and officers of its subsidiaries, including the Depositor. This insurance provides for coverage against loss from claims made against directors and officers in their capacity as such, including, subject to certain exceptions, liabilities under the Federal securities laws.

Rule 484 Undertaking

Insofar as indemnification for liability arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liability (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

## Item 29. Principal Underwriter

- (a) In addition to The Travelers Separate Account QP for Variable Annuities, Tower Square Securities, Inc. also serves as the principal underwriter for:

The Travelers Growth and Income Stock Account for Variable Annuities  
 The Travelers Quality Bond Account for Variable Annuities  
 The Travelers Money Market Account for Variable Annuities  
 The Travelers Timed Growth and Income Stock Account for Variable Annuities  
 The Travelers Timed Short-Term Bond Account for Variable Annuities  
 The Travelers Timed Aggressive Stock Account for Variable Annuities  
 The Travelers Timed Bond Account for Variable Annuities  
 The Travelers Fund U for Variable Annuities  
 The Travelers Fund VA for Variable Annuities  
 The Travelers Fund UL for Variable Life Insurance  
 The Travelers Fund UL II for Variable Life Insurance  
 The Travelers Fund BD for Variable Annuities  
 The Travelers Fund BD II for Variable Annuities  
 The Travelers Variable Life Insurance Separate Account One  
 The Travelers Variable Life Insurance Separate Account Three  
 The Travelers Fund ABD for Variable Annuities  
 The Travelers Fund ABD II for Variable Annuities

&lt;TABLE&gt;

&lt;CAPTION&gt;

(b) Name and Principal Business Address *	Positions and Offices With Underwriter	Positions and Offices With Registrant
<S>	<C>	
Russell H. Johnson	Chairman of the Board and Chief Executive Officer	-----
Donald R. Munson, Jr.	Director, President and Chief Operating Officer	-----
George C. Kokulis	Director	-----
Gregory C. Macdonald	Director	-----
Robert C. Hamilton	Director and Senior Vice President	-----
Thomas P. Tooley	Vice President, Life Marketing	-----
George A. Ryan	Vice President	-----
Jeffrey A. Barker	Regional Vice President	-----
Walter Melnik, Jr.	Regional Vice President	-----
Raymond W. Sheridan	Regional Vice President	-----
William F. Scully, III	Treasurer	-----
William H. White	Assistant Treasurer	-----
Charles B. Chamberlain	Assistant Treasurer	-----
George M. Quaggin	Assistant Treasurer	-----
Kathleen A. McGah	General Counsel and Secretary	-----
Cynthia P. Macdonald	Chief Compliance Officer	-----
John J. Williams, Jr.	Assistant Compliance Officer	-----
Susan M. Curcio	Operations Manager	-----

&lt;/TABLE&gt;

\* Principal business address: One Tower Square, Hartford, Connecticut 06183

55

- (c) Not Applicable.

## Item 30. Location of Accounts and Records

The Travelers Insurance Company  
 One Tower Square  
 Hartford, Connecticut 06183

## Item 31. Management Services

Not applicable.

## Item 32. Undertakings

The undersigned Registrant hereby undertakes:

- (a) To file a post-effective amendment to this registration statement as frequently as is necessary to ensure that the audited financial statements in the registration statement are never more than sixteen months old for so long as payments under the variable annuity contracts may be accepted;
- (b) To include either (1) as part of any application to purchase a contract offered by the prospectus, a space that an applicant can check to request a Statement of Additional Information, or (2) a post card or similar written communication affixed to or included in the prospectus that the applicant can remove to send for a Statement of Additional Information;

- (c) To deliver any Statement of Additional Information and any financial statements required to be made available under this Form N-4 promptly upon written or oral request; and
- (d) To include in any registration statement filed in connection with a contract used as a funding vehicle for retirement plans meeting the requirements of Section 403(b) of the Internal Revenue Code, a representation that the Registrant is relying upon No-Action Letter IP-6-88 issued to the American Council of Life Insurance.

56

SIGNATURES

As required by the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant has caused this Registration Statement to be signed on its behalf, in the City of Hartford, and State of Connecticut, on this 11th day of January, 1996.

THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES  
(Registrant)

THE TRAVELERS INSURANCE COMPANY  
(Depositor)

By: /s/Jay S. Fishman  
-----  
Jay S. Fishman  
Vice Chairman and  
Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated on January 11, 1996.

*ROBERT I. LIPP ----- (Robert I. Lipp)	Director, Chairman of the Board
*MICHAEL A. CARPENTER ----- (Michael A. Carpenter)	Director, President and Chief Executive Officer
/s/JAY S. FISHMAN ----- (Jay S. Fishman)	Director, Vice Chairman and Chief Financial Officer
*CHARLES O. PRINCE III ----- (Charles O. Prince III)	Director
*MARC P. WEILL ----- (Marc P. Weill)	Director
*IRWIN R. ETTINGER ----- (Irwin R. Ettinger)	Director
*DONALD T. DeCARLO ----- (Donald T. DeCarlo)	Director
/s/CHRISTINE B. MEAD ----- (Christine B. Mead)	Vice President and Controller
*By: /s/Jay S. Fishman ----- Jay S. Fishman, Attorney-in-Fact	

57

EXHIBIT INDEX

<TABLE>		
<CAPTION>		
Exhibit		
No.	Description	Method of Filing
---	-----	-----
<S>	<C>	<C>
1.	Resolution of The Travelers Insurance Company Board of Directors authorizing the establishment of the Registrant.	Electronically

3(a).	Form of Distribution and Management Agreement among the Registrant, The Travelers Insurance Company and Tower Square Securities, Inc.	Electronically
3(b).	Form of Selling Agreement.	Electronically
4.	Form of Variable Annuity Contract(s).	Electronically
6(a).	Charter of The Travelers Insurance Company, as amended on October 19, 1994. (Incorporated herein by reference to Exhibit 3(a)(i) to the Registration Statement on Form S-2, File No. 33-58677, filed via Edgar on April 18, 1995.)	
6(b).	By-laws of The Travelers Insurance Company, as amended on October 20, 1994. (Incorporated herein by reference to Exhibit 3(b)(i) to the Registration Statement on Form S-2, File No. 33-58677, filed via Edgar on April 18, 1995.)	
9.	Opinion of Counsel as to the legality of securities being registered by Registrant.	Electronically
13.	Schedule of Computation of Total Return Calculations.	To be filed by amendment
14.	Representation concerning reliance upon No-Action Letter IP-6-88.	Electronically
15.	Powers of Attorney authorizing Jay S. Fishman or Ernest J. Wright as signatory for Robert I. Lipp, Michael A Carpenter, Charles O. Prince III, Marc P. Weill, Irwin R. Ettinger, Donald T. DeCarlo and Christine B. Mead.	Electronically
27	Financial Data Schedule.	To be filed by amendment

</TABLE>

## CERTIFICATE

I, ERNEST J. WRIGHT, Assistant Secretary of THE TRAVELERS INSURANCE COMPANY, DO HEREBY CERTIFY that by unanimous consent action of the Board of Directors of The Travelers Insurance Company effective the 22nd day of October, 1993, the following resolution was adopted:

VOTED: That pursuant to authority granted by Section 38a-433 of the Connecticut General Statutes, the Chairman of the Board, the President or Chief Investment Officer, or any one of them acting alone, for the purpose of doing variable life insurance or variable annuity business, is authorized to establish a separate account or accounts to invest in shares of investment companies pursuant to plans and contracts issued and sold by the Company in connection therewith.

VOTED: That the proper officers are authorized to take such action as may be necessary to register as unit investment trust investment companies under the Investment Company Act of 1940 the separate account or accounts to be established to hold shares of investment companies; to file any necessary or appropriate exemptive requests, and any amendments thereto, for such separate account or accounts under the Investment Company Act of 1940; to file one or more registration statements, and any amendments, exhibits and other documents thereto, in order to register plans and contracts of the Company and interests in such separate account or accounts in connection therewith under the Securities Act of 1933; and to take any and all action as may in their judgment be necessary or appropriate in connection therewith.

I FURTHER CERTIFY that by unanimous consent action of the Board of Directors of The Travelers Insurance Company effective the 21st day of September, 1994, the following resolution was adopted:

VOTED: That each officer and director who may be required, on their own behalf and in the name and on behalf of the Company, to execute one or more registration statements, and any amendments thereto, under the Securities Act of 1933 and the Investment Company Act of 1940 relating to the separate account or accounts to be established to invest in shares of investment companies is authorized to execute a power of attorney appointing representatives to act as their attorney and agent to execute said registration statement, and any amendments thereto, in their name, place and stead; and that the Secretary, or any Assistant Secretary designated by the Secretary, is designated and appointed the agent for service of process of the Company under the Securities Act of 1933 and the Investment Company Act of 1940 in connection with such registration statement, and any amendments thereto, with all the

powers incident to such appointment.

AND I DO FURTHER CERTIFY that the foregoing action of the said Board of Directors is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of THE TRAVELERS INSURANCE COMPANY at Hartford, Connecticut, this 11th day of January, 1996.

SEAL

/s/ ERNEST J. WRIGHT

-----

Ernest J. Wright  
Assistant Secretary

FORM OF  
DISTRIBUTION AND MANAGEMENT AGREEMENT

DISTRIBUTION AND MANAGEMENT AGREEMENT made this \_\_\_th day of January, 1996, by and among The Travelers Insurance Company, a Connecticut stock insurance company (hereinafter the "Company"), Tower Square Securities, Inc., a Connecticut general business corporation (hereinafter "TSSI"), and The Travelers Separate Account QP for Variable Annuities (hereinafter "Separate Account QP"), a separate account of the Company established on December 26, 1995 by its President and Chief Executive Officer pursuant to a resolution of the Company's Board of Directors, pursuant to Section 38a-433 of the Connecticut General Statutes.

1. The Company hereby agrees to provide all administrative services relative to variable annuity contracts and revisions thereof (hereinafter "Contracts") sold by the Company, the net proceeds of which or reserves for which are maintained in Separate Account QP.
2. TSSI hereby agrees to perform all sales functions relative to the Contracts. The Company agrees to reimburse TSSI for commissions paid, other sales expenses and properly allocable overhead expenses incurred in performance thereof.
3. For providing the administrative services referred to in paragraph 1 above and reimbursing TSSI for the sales functions referred to in paragraph 2 above, the Company will receive the deductions for sales and administrative expenses which are stated in the Contracts.
4. The Company will furnish at its own expense and without cost to Separate Account QP the administrative expenses of Separate Account QP, including but not limited to:
  - (a) office space in the offices of the Company or in such other place as may be agreed upon from time to time, and all necessary office facilities and equipment;
  - (b) necessary personnel for managing the affairs of Separate Account QP, including clerical, bookkeeping, accounting and other office personnel;
  - (c) all information and services, including legal services, required in connection with registering and qualifying Separate Account QP or the Contracts with federal and state regulatory authorities, preparation of registration statements and prospectuses, including



2

annual and periodic reports, notices and proxy solicitation materials furnished to variable annuity Contract Owners or regulatory authorities, including the costs of printing and mailing such items;

- (d) the costs of preparing, printing, and mailing all sales literature;
- (e) all registration, filing and other fees in connection with compliance requirements of federal and state regulatory authorities;
- (f) the charges and expenses of any custodian or depository appointed by Separate Account QP for the safekeeping of its cash, securities and other property; and
- (g) the charges and expenses of independent accountants retained by Separate Account QP.

5. The services of the Company and TSSI to Separate Account QP hereunder are not to be deemed exclusive and the Company and TSSI shall be free to render similar services to others so long as its services hereunder are not impaired or interfered with thereby.

6. The Company agrees to guarantee that the annuity payments will not be affected by mortality experience (under Contracts the reserves for which are invested in Separate Account QP) and as such assumes the risks (a) that the actuarial estimate of mortality rates among annuitants may prove erroneous and that reserves set up on the basis of such estimates will not be sufficient to meet the Company's variable annuity payment obligations, and (b) that the charges for services and expenses of the Company set forth in the Contracts may not prove sufficient to cover its actual expenses. For providing these mortality and expense risk guarantees, the Company will receive from Separate Account QP an amount per valuation period of Separate Account QP, as provided from time to time.

7. This Agreement will be effective on the date executed, and will remain effective until terminated by any party upon sixty (60) days notice; provided, however, that this agreement will terminate automatically in the event of its assignment by any of the parties hereto.

8. Notwithstanding termination of this Agreement, the Company shall continue to provide administrative services and mortality and expense risk guarantees provided for herein with respect to Contracts in effect on the date of termination, and

3

the Company shall continue to receive the compensation provided under this Agreement.

9. This Agreement is subject to the provisions of the Investment Company Act of 1940, as amended, and the rules of the Securities and Exchange Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officials thereunto duly authorized and, in the case of the Company and TSSI, seals to be affixed as of the day and year first above written.

THE TRAVELERS INSURANCE COMPANY

(Seal)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Assistant Secretary

THE TRAVELERS SEPARATE ACCOUNT QP  
FOR VARIABLE ANNUITIES

By: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

TOWER SQUARE SECURITIES, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: (SEAL)

\_\_\_\_\_  
Corporate Secretary



SELLING AGREEMENT  
FOR VARIABLE CONTRACTS

THIS AGREEMENT, effective \_\_\_\_\_, is made by TOWER SQUARE SECURITIES, INC., (hereafter referred to as TSSI) as the Distributor, and

\_\_\_\_\_, (hereafter referred to as Broker/Dealer).

TSSI and the Broker/Dealer enter into this agreement for the purpose of authorizing the Broker/Dealer, through its licensed individual agents as described in paragraph 3, to solicit applications for such variable life insurance, variable annuity and modified guaranteed annuity contracts (the "Contract(s)") as may be issued by The Travelers Insurance Company, the Travelers Life and Annuity Company and any affiliated companies (hereafter referred to as the Insurance Companies), and identified by policy form in the Compensation Schedules relating to this agreement as such schedules may be amended from time to time. The parties represent and agree as follows:

1. The Insurance Companies are engaged in the issuance of the Contracts in accordance with federal securities laws and the applicable insurance laws of those states in which the Contracts have been qualified for sale. The Contracts may be considered securities under the Securities Act of 1933; therefore, distribution of the Contracts is made through TSSI as a registered Broker/Dealer under the Securities Exchange Act of 1934 and as a member of the National Association of Securities Dealers, Inc. ("NASD"). The terms of the offering of the Contracts are more particularly described in the Prospectus(es) for the Contracts.
2. The Broker/Dealer certifies that it is a registered Broker/Dealer under the Securities Exchange Act of 1934 and a member of the NASD. The Broker/Dealer agrees to abide by all rules and regulations of the NASD and to comply with all applicable state and federal laws and the rules and regulations of the authorized regulatory agencies affecting the sale of the Contracts.
3. The Broker/Dealer will select persons whom it will employ and supervise and who will be trained and qualified to solicit applications for the Contracts in conformance with applicable state and federal laws and regulations. Persons so trained and qualified will be registered representatives of the Broker/Dealer in accordance with the rules of the NASD and they will be properly licensed in accordance with the state insurance laws of those jurisdictions in which the Contracts may lawfully be distributed and in which they solicit applications for such Contracts. The Insurance Companies

shall have ultimate authority to determine whether they shall appoint or terminate a particular registered representative as an agent of the Insurance Companies with the various state insurance departments.

4. The Broker/Dealer will review all contract proposals and applications for suitability and for completeness and correctness as to form. The Broker/Dealer will promptly, but in no case later than the end of the next business day following receipt by the Broker/Dealer, forward to the applicable Insurance Company, at addresses provided, all applications found suitable and in good form, together with any payments received with such applications without deduction or reduction. The Broker/Dealer will immediately return to the applicant all applications together with any payments received therewith deemed by the Broker/Dealer to be unsuitable or not complete and correct as to form. The Insurance Companies reserve the right to reject any Contract application and return any payment made in connection with an application which is rejected. Contracts issued on applications accepted by the Insurance Companies will be forwarded to the Broker/Dealer or at the direction of the Broker/Dealer to the registered representative for delivery to the Contract Owner. The Broker/Dealer shall obtain and retain a receipt for each Contract which the Broker/Dealer delivers.

2

2

5. The Broker/Dealer will perform the selling functions required by this Agreement only in accordance with the terms and conditions of the then current prospectus(es) applicable to the Contract and will make no representations not included in the prospectus or in any authorized supplemental material. No sales solicitation, including the delivery of supplemental sales literature or other such materials, shall occur, be delivered to, or used with a prospective purchaser unless accompanied or preceded by appropriate and then-current prospectus(es). Any material prepared or used by the Broker/Dealer or its registered representative, which describes in whole or in part or refers by name or form to any of the Insurance Companies' Contracts or underlying funds or uses the name of the Insurance Companies, TSSI, or The Travelers Group, Inc., or the logos or service marks of any of them, or the name, logos or service marks of any "Affiliated Company" of any of them, as that term is defined in Section 2(a)(2) of the Investment Company Act of 1940, must be approved by TSSI in writing prior to any such use.
6. Compensation payable to the Broker/Dealer on sales of the Contracts solicited by the Broker/Dealer will be paid to the Broker/Dealer, or as necessary to meet any and all legal requirements, to a licensed insurance affiliate, in accordance with the Compensation Schedule(s) relating to this agreement as they may be amended from time to time and are in effect at the time the Contract payments are received by the applicable Insurance Company (in the case of annuities) or at the time the applications are received (in

the case of life insurance). In the event compensation is paid to the licensed insurance agency affiliate as described in the preceding sentence, such payment will be reflected in the Broker/Dealer's "Focus" reports, and in its fee assessment reports filed with the NASD. The Insurance Companies and TSSI reserve the privilege of revising the Compensation Schedules at any time.

7. If the Insurance Companies return all or a portion of a premium paid with respect to a Contract, Broker/Dealer shall be obligated to refund to TSSI applicable commissions on the amount of such premium only where:
  - (a) the Contract solicited is returned not taken under the policy "free look" provisions;
  - (b) premiums are refunded due to overpayments, errors in billing or in the timing of automatic premium collection deductions, or errors resulting in policy reissue;
  - (c) the check delivered in payment of any contract premium does not clear and the premium collection deductions, or errors resulting in policy reissue;
  - (d) the Contract is terminated or there is a refund of premium and an act, error or omission of the Broker/Dealer or its registered representative materially contributed to the termination of the Contract or the need to return premium;
  - (e) the application is rejected by the Insurance Company;
  - (f) the Insurance Company is directed by a judicial or regulatory authority to return premium without assessment of a surrender charge;
  - (g) the applicant's initial premium on a 1035 exchange is returned because the expected rollover amount from another Contract is not transferred due to the exchange not meeting the legal requirements to qualify for a tax-free exchange;
  - (h) the Insurance Company returns unearned premium on a life insurance contract as required by the provisions of the contract;

3

3

- (i) the Insurance Company determines that it has a legal liability to return premiums on a life insurance contract within the first year after the Contract is issued; or
- (j) the Insurance Company and Broker/Dealer mutually agree to return all or a portion of a premium paid with respect to a Contract.

8. If any Contract is repurchased at any time or if within forty-five (45) days after confirmation by the Insurance Companies of any premium payments credited to a Contract, that Contract is tendered for full or partial surrender, or the life at risk thereunder dies, then, at the option of the Insurance Companies or TSSI no commission will be payable with respect to said premium payments and any commission previously paid for said premium payments must be refunded to the applicable Insurance Company or TSSI as directed by TSSI. TSSI agrees to notify the Broker/Dealer within ten (10) business days after the request for repurchase or redemption, or notification or death of the life at risk is received by the applicable Insurance Company.
9. This Agreement may not be assigned except by mutual consent and will continue, subject to the termination by any party on written notice to the other party, except that in the event the Broker/Dealer ceases to be a registered Broker/Dealer or a member of the NASD, this Agreement will immediately terminate. TSSI reserves the right to designate, at its sole discretion, an alternative Principal Underwriter for the distribution of the Contracts covered by this Agreement. The designation will constitute substitution of parties to this Agreement with assumption of the rights and obligations created by this Agreement as applicable.
10. Failure of any party to terminate this Agreement for any of the causes set forth in this agreement will not constitute a waiver of the right to terminate this Agreement at a later time for any of these causes.
11. For the purpose of compliance with any applicable federal or state securities laws or regulations promulgated under them, the Broker/Dealer acknowledges and agrees that in performing the Broker/Dealer services covered by this Agreement, it is acting in the capacity of an independent broker and dealer as defined by the By-Laws of the NASD and not as an agent or employee of either TSSI or any registered investment company.

The Broker/Dealer represents and warrants that it is authorized and licensed as an agent under applicable state insurance laws to solicit, negotiate and effect the contracts of insurance contemplated hereunder. In the event the Broker/Dealer is not licensed as such, an insurance agency affiliated with the Broker/Dealer shall be licensed as an agent under applicable state insurance laws to solicit, negotiate and effect the contracts of insurance contemplated hereunder.

For the purpose of compliance with any applicable state insurance laws or regulations promulgated under them, the Broker/Dealer acknowledges and agrees that solely in performing the insurance-selling functions reflected by this agreement, it or its registered representative is acting as the agent of the Insurance Companies, and in that capacity is authorized only to solicit applications from the public for the Contracts. Such Contracts will not become effective until such applications are accepted after underwriting review by the Insurance Companies at their Home Office.

In furtherance of its responsibilities as a Broker/Dealer, the Broker/Dealer acknowledges that it is responsible for compliance on any business it produces concerning the Contracts. No Broker/Dealer will be entitled to compensation with respect to any application for or payment credited to, any Contract(s) that is rejected by the Insurance Companies in the event the Insurance Companies or TSSI determine the solicitation or obtaining of purchasers, applications or payments by the Broker/Dealer or any of its Associated persons was done in

4

4

violation of the securities or insurance laws of the United States or any state or other jurisdiction.

No party to this Agreement will be liable for any obligation, act or omission of the other. Each party to this Agreement will hold harmless and indemnify the (1) Registered Investment Companies which are used to fund the Contracts, (2) Insurance Companies, (3) TSSI, and (4) the Broker/Dealer, as appropriate, for any loss or expense suffered as a result of the violation or noncompliance by that party or the Associated persons of that party of any applicable law or regulation or any provision of the Agreement; provided, however, that no party or any of its employees or agents will be liable to the other party for any direct, special or consequential damages arising out of or in connection with the performance of any services pursuant to the Agreement.

12. All notices to the Insurance Companies or TSSI relating to this Agreement should be sent to the attention of The Travelers Insurance Companies, FS Law Department, One Tower Square, Hartford, CT 06183. All notices to the Broker/Dealer will be duly given if mailed or faxed to the address shown below.

13. The terms "Associated Person", "member" and "rules of the Corporation" as used herein shall be defined consistently with the definition of similar terms as contained in Article I of the NASD By-Laws. This Agreement will be construed in accordance with the laws of the State of Connecticut.

In reliance on the representations set forth and in consideration of the undertakings described herein, the parties represented below do hereby contract and agree.

TOWER SQUARE SECURITIES, INC.

The Broker/Dealer

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Street Address



Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Taxpayer I.D.: \_\_\_\_\_

Date: \_\_\_\_\_

Fax: \_\_\_\_\_

--FORM OF VARIABLE ANNUITY CONTRACT--

THE TRAVELERS INSURANCE COMPANY - ONE TOWER SQUARE - HARTFORD CT - 06183  
A STOCK COMPANY

We are pleased to provide You the benefits of this annuity contract. Please read all attached forms carefully.

The contract is subject to the terms and conditions stated on the attached pages, all of which are a part of it. The contract is issued in consideration of the Purchase Payments.

RIGHT TO EXAMINE THIS CONTRACT

If this contract is returned to Us at Our Office or to Our Agent to be canceled within ten days after its delivery to You, We will pay You the Cash Value determined as of the next Valuation Date after We receive the Written Request at Our Office, plus any Premium Tax charges or contract charges paid. After the contract is returned, it will be considered as never in effect.

Executed at Hartford, Connecticut

[Sig]  
Chairman

This is a legal contract between You and Us. PLEASE READ YOUR CONTRACT CAREFULLY.

FLEXIBLE PREMIUM GROUP VARIABLE ANNUITY CONTRACT

TAX QUALIFIED

Elective Options

Non-Participating

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON INVESTMENT EXPERIENCE OF THE UNDERLYING FUNDS, ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

Specimen Registered Allocated Contract

2

<TABLE>  
<CAPTION>

-----  
TABLE OF CONTENTS  
-----

<S>	<C>
Contract Specifications	Page 2
Definitions	Page 6
Purchase Payments	Page 8
General Contract Provisions	Page 8
Valuation Information	Page 9

Transfers Between Underlying Funds	Page 10
Transfers from Underlying Funds to Contracts not Issued by Us	Page 10
Transfers from Other Contracts Issued by Us	Page 11
Transfers to Other Contracts Issued by Us	Page 11
Transfers from Contracts not Issued by Us	Page 11
Distributions from the Contract	Page 11
Contract Charges	Page 11
Death Benefit Provisions	Page 12
Account Termination Provisions	Page 12
Contract Discontinuance Provisions	Page 12
Settlement Provisions	Page 13

</TABLE>

Any Riders or Endorsements follow the Life Annuity Tables.

Page 1

3

<TABLE>  
<CAPTION>

-----  
CONTRACT SPECIFICATIONS  
-----

<S>	<C>
CONTRACT OWNER	TRUSTEE OF THE X RETIREMENT PLAN
PLAN NAME	THE X RETIREMENT PLAN
CONTRACT NUMBER	SPECIMEN
CONTRACT DATE	12/01/95

</TABLE>

<TABLE>  
<CAPTION>

PURCHASE PAYMENT/TERMINATION AMOUNTS  
-----

<S>	<C>
Minimum Average Purchase Payment Amount:	\$1,000 per Individual Account per Contract Year
Maximum Purchase Payment Amount:	\$3,000,000 per contract without prior approval by Our Office
Termination Amount:	\$2,000 per Individual Account, \$20,000 per contract

</TABLE>

AMOUNTS DEDUCTED ON SURRENDER:

<TABLE>  
<CAPTION>

[Years since Purchase Payment was made	Percent of Purchase Payments (not previously surrendered)
--	---

-----

-----

<S>		<C>	
	1 - 5		[5%]
	6 and thereafter		0%

</TABLE>

For the purpose of determining the amounts deducted on Surrender, distributions are processed against the Purchase Payments in the order in which they came into the contract on a First-In, First-Out (FIFO) basis, and then against earnings on those payments.]

<TABLE>		
<CAPTION>		
[Contract Year		Surrender Charge
-----		-----
<S>		<C>
	1	5%
	2	5%
	3	4%
	4	4%
	5	3%
	6	3%
	7	2%
	8	2%
	9 and thereafter	0%

</TABLE>

For the purpose of determining the amounts deducted on Surrender, the surrender charge is calculated as a percentage of the Cash Value being surrendered.]

-----  
 CONTRACT SPECIFICATIONS  
 -----

Allowable distributions prior to Contract Discontinuance not subject to amounts deducted on Surrender: retirement, Separation from Service, loans, hardship withdrawals (as defined by the Internal Revenue Code), death, disability (as defined by the Internal Revenue Code section 72 [m] [7]), minimum required distributions at age 70 1/2, return of Excess Plan Contributions, certain Plan expenses as mutually agreed upon, transfers to an employer stock fund, and annuitization under this contract to another contract issued by Us.

For distributions subject to amounts deducted on Surrender, the Cash Surrender Value of Your Account or an Individual Account will be paid to satisfy the requested distribution. For allowable distributions not subject to amounts deducted on Surrender, the Cash Value of Your Account or the Individual Account will be paid to satisfy the requested distribution.

[Amounts deducted on Surrender will apply to allowable distributions made to highly compensated employees until after the fifth Contract Year.]

For contracts issued to tax deferred annuity plans, deferred compensation plans, or combined qualified plans/tax deferred annuity plans, after the first Contract Year and to the extent permitted under current law, You may take partial surrenders annually of up to 10% of the Cash Value in Your Account as of the first Valuation Date of any given Contract Year without imposition of amounts deducted on Surrender. Similarly, after the first Contract Year, Participants in such plans may take partial surrenders annually of up to 10% of the Cash Value in their Individual Accounts as of the first Valuation Date of any given Contract Year with out imposition of amounts deducted on Surrender.

SEMIANNUAL ACCOUNT CHARGE:           [\$15.00]

This charge is assessed in June and December of each year.

UNDERLYING FUND TRANSFER CHARGE: \$0.00

Page 3

5

-----  
CONTRACT SPECIFICATIONS  
-----

The Travelers Fund QP for Variable Annuities

UNDERLYING FUNDS

Managed Assets Trust  
High Yield Bond Trust\*  
Capital Appreciation Fund  
American Odyssey Funds, Inc.  
American Odyssey Core Equity Fund  
American Odyssey Emerging Opportunities Fund  
American Odyssey International Equity Fund  
American Odyssey Long-Term Bond Fund\*  
American Odyssey Intermediate-Term Bond Fund\*  
American Odyssey Short-Term Bond Fund\*  
The Travelers Series Trust  
U.S. Government Securities Portfolio\*  
Utilities Portfolio  
Social Awareness Stock Portfolio  
Templeton Variable Products Series Fund  
Templeton Bond Fund\*  
Templeton Stock Fund  
Templeton Asset Allocation Fund\*\*  
Variable Insurance Products Fund  
Fidelity's High Income Portfolio\*  
Fidelity's Growth Portfolio  
Fidelity's Equity Income Portfolio  
Variable Insurance Products Fund II  
Fidelity's Asset Manager Portfolio\*\*  
Dreyfus Stock Index Fund, Inc.  
Smith Barney/Travelers Series Fund, Inc.  
Smith Barney Income & Growth Portfolio  
Alliance Growth Portfolio  
Smith Barney International Equity Portfolio  
Putnam Diversified Income Portfolio\*\*  
Smith Barney High Income Portfolio\*  
MFS Total Return Portfolio\*\*  
Smith Barney Money Market Portfolio\*

The annual Underlying Fund deduction is [1.30%] for all funds listed above. This equals a daily deduction of [.00003562] per fund.

The Assumed Daily Net Investment Factor is 1.000081 for all Underlying Funds.

The Underlying Funds marked with an asterisk (\*) are considered Competing Funds, and are subject to transfer restrictions as described in the Fixed Account rider. Those marked with two asterisks (\*\*) are not currently considered competing, but may be so in the future based on allowable changes in the fund's investment strategy. After the first Contract Year, transfers from the Fixed Account, either to the Underlying Funds or to contracts not issued by Us, as described in the Fixed Account rider, may not exceed 20% per Contract Year of the Cash Value in the Fixed Account valued on each Contract Year anniversary.

Page 4

-----  
 CONTRACT SPECIFICATIONS  
 -----

GUARANTEED INTEREST PERIODS FOR THE FIXED ACCOUNT:

The initial interest rate for any Purchase Payment is declared each calendar [month] and is guaranteed for one year. Each Purchase Payment is placed in a "cell" for accounting purposes. At the end of the twelve month guarantee period, a renewal interest rate will be determined that will not be lower than the minimum interest rate guarantee of 3%. At the end of the initial guarantee period, the first renewal rate will be guaranteed to the end of that calendar year. The second and all future renewal rates will be declared each subsequent January 1 and guaranteed through December 31 of each year.

[INTEREST RATE BONUS AMOUNT:           0.00%]

Page 5

-----  
 DEFINITIONS  
 -----

ACCUMULATION UNIT - An accounting unit of measure used to calculate the value of this contract. An Accumulation Unit exists for each Underlying Fund. The value of this measure is called the Accumulation Unit Value.

ANNUITANT - The person on whose life the annuity payments are made.

ANNUITY - Payment of income for a stated period or amount.

ANNUITY COMMENCEMENT DATE - The date on which annuity payments commence.

BENEFICIARY(IES) - The Beneficiary of this contract is the Plan trustee. Any Beneficiary designated by the Participant(s) or Annuitant(s) shall be maintained by You under the provisions of the Plan.

CASH SURRENDER VALUE - The Cash Value less any amounts deducted on Surrender shown on the Contract Specifications page and any applicable Premium Tax.

CASH VALUE - The value of the accumulation units in Your Account or an Individual Account less any reductions for administrative charges. Sometimes referred to as "Account Value."

COMPETING FUND - Any investment option under the Plan which, in Our opinion, consists primarily of fixed income securities and/or money market instruments. Competing Funds included in this contract are indicated on the Contract Specifications page.

CONTRACT DATE - The date shown on the Contract Specifications page on which the contract is issued.

CONTRACT DISCONTINUANCE - Termination of this contract by Us or by Your Written Request.

CONTRACT YEAR - The twelve month period beginning with the Contract Date or any anniversaries thereof. This may or may not coincide with the Plan year.

DUE PROOF OF DEATH - (i) A copy of a certified death certificate; (ii) a copy of a certified decree of a court of competent jurisdiction as to the finding of death; (iii) a written statement by a medical doctor who attended the deceased; or (iv) any other proof satisfactory to Us.

EXCESS PLAN CONTRIBUTIONS - Plan contributions including excess deferrals, excess contributions, excess aggregate contributions, excess annual additions, and excess nondeductible contributions that require correction by the Plan Administrator.

FIXED ANNUITY - An Annuity with payments which remain fixed as to dollar amount throughout the payment period.

INDIVIDUAL ACCOUNT - Accumulation Units credited to a Participant or Beneficiary under this contract.

OUR OFFICE - The home office of the Travelers Insurance Company located at One Tower Square, Hartford, Connecticut 06183-XXXX. All correspondence concerning this contract should be sent to the attention of Annuity Services.

PARTICIPANT- An eligible person who is a member in the Plan.

PLAN - The Plan designated on the Contract Specifications page. We are not a party to the Plan. We do not assume the responsibilities of the Plan Administrator, nor are We bound by the terms of the Plan. All records pertaining to the Plan will be open for inspection by Us.

PLAN ADMINISTRATOR - The corporation or other entity so specified on the application or purchase order. If none is specified, the Plan trustee is the Plan Administrator.

Page 6

8

PLAN TERMINATION - Termination of the Plan established by You, including partial Plan Termination. If the Plan is terminated, this contract will be discontinued.

PREMIUM TAX - The amount of tax, if any, charged by the state or municipality. We will deduct any applicable Premium Tax from the Cash Value either upon Surrender, annuitization, death, or at the time Purchase Payments are made, but no earlier than when We have a tax liability under state law.

PURCHASE PAYMENTS - Payments You and/or the Participants make to this contract.

SEPARATE ACCOUNT - The Separate Account shown on the Contract Specifications page which We established under Connecticut Insurance Laws and which purchases shares of the Underlying Funds for this class of contracts and certain other contracts.

SEPARATION FROM SERVICE - The termination or permanent severance of the Participant's employment with the employer for any reason that is a Separation from Service within the meaning of the Plan. However, termination of a Participant's employment with the employer as a result of the sale of all or part of the employer's business (including divisions or subsidiaries of the employer) will not be considered Separation from Service unless the Participant actually loses his/her job or is not immediately included in a pension or profit sharing plan of the successor employer.

SURRENDER - Funds distributed from the contract for retirement, Separation from Service, loans, hardship withdrawals, death, disability, return of Excess Plan Contributions, payment of certain plan expenses as mutually agreed upon, Contract Discontinuance, or transfers to other Plan funding vehicles which may or may not be subject to charges.

SURRENDER DATE - The date We receive Your Written Request for a Surrender.

UNDERLYING FUND - An open-ended diversified investment management company indicated on the Contract Specifications page which is an underlying investment for the Separate Account.

VALUATION DATE - The date on which the Separate Account is valued. The Separate Account is generally valued at the close of business on each day that the New York Stock Exchange is open for trading.

VALUATION PERIOD - The period between successive valuations.

VARIABLE ANNUITY - An Annuity with payments which vary with the net investment results of the Separate Account.

WE, OUR, US - The Travelers Insurance Company.

WRITTEN REQUEST - A written form satisfactory to Us and received at Our Office.

YOU, YOUR - The contract owner. The contract owner is the person or entity named as such on the Contract Specifications page.

YOUR ACCOUNT - Accumulation Units credited to You under this contract.

Page 7

9

-----  
PURCHASE PAYMENTS  
-----

PURCHASE PAYMENT

The Purchase Payments are the payments You and/or the Participants make to this contract. An initial lump sum Purchase Payment must be made to the contract and is due and payable before the contract becomes effective. Each Purchase Payment is payable to Us at Our Office. The minimum Purchase Payment is shown on the Contract Specifications page. We reserve the right to limit the amount of the Purchase Payment which will be accepted.

Net Purchase Payments are that part of Your Purchase Payments applied to the contract. The net Purchase Payment is equal to the Purchase Payment less any applicable Premium Tax.

ALLOCATION OF PURCHASE PAYMENTS

The initial net Purchase Payment will be applied within two business days following its receipt in good order at Our Office. Any subsequent net Purchase Payments will be credited to Your Account using the Accumulation Unit Value determined after We receive those payments at Our Office. Each net Purchase Payment will be allocated to the Underlying Funds in the proportion specified by You for this contract. By Written Request, You may change Your choice of Underlying Funds or allocation percentages. The available Underlying Funds to which assets may be allocated are shown on the Contract Specifications page; funds may be subsequently added or deleted.

The net Purchase Payments will be allocated to an account established for You by Us. At Your direction, We will establish Individual Accounts for each Participant in Your Plan. We will deposit each Purchase Payment to the appropriate Individual Account as directed by You. At Your direction, We will satisfy distributions from these Individual Accounts and provide periodic reports as described in the "Required Reports" provision. If You so authorize by Written Request, Participants may change their choice of Underlying Funds or allocation percentages, but only for those Underlying Funds that You select as part of the Plan.

-----  
GENERAL CONTRACT PROVISIONS  
-----

OWNER



This contract belongs to You. You have sole power while the contract is in force to exercise any rights given in the contract. In order to maintain tax qualification, this contract may not be sold, assigned, transferred, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose except as may be required or permitted under applicable sections of the Internal Revenue Code.

#### CREDITOR CLAIMS

No right or benefit of You, the Annuitant or Beneficiary under this contract shall be subject to the claims of creditors or any legal process other than to the extent permitted by law.

#### CONTROL OF THE CONTRACT

All rights in the contract rest with You, and You are entitled to all amounts held under this contract. You may elect to exercise any options allowed by the contract with respect to Your Account or an Individual Account. Elections made under the contract must be made by a Written Request, unless another manner is mutually agreed upon.

#### THE CONTRACT

The entire contract between You and Us consists of the contract and all attached pages.

#### CONTRACT CHANGES

The only way this contract may be changed is by a written endorsement signed by one of Our officers.

#### SUBSTITUTION OF UNDERLYING FUNDS

If it is not possible to continue to offer an Underlying Fund, or in Our judgment becomes inappropriate for the purposes of this contract, We may substitute another Underlying Fund without Your consent. Substitutions may be made with respect to both existing investments and investment of future Purchase Payments. However, no such substitution will be made without notice to You and without prior approval of the Securities and Exchange Commission, to the extent required by law.

Page 8

10

#### INCONTESTABILITY

We will not contest this contract from its Contract Date.

#### REQUIRED REPORTS

As often as required by law, but at least once in each Contract Year, We will furnish a report to You which will show the number of Accumulation Units credited to this contract in each Underlying Fund and the corresponding Accumulation Unit Values as of the date of the report.

#### VOTING RIGHTS

If required by federal law, You may have the right to vote at the meetings of the Shareholders of the Underlying Funds. If You have voting rights, We will send a notice to You telling You the time and place of a meeting. The notice will also explain matters to be voted upon and how many votes You may exercise.

#### MORTALITY AND EXPENSES

Our actual mortality and expense experience will not affect the values or

amounts paid under this contract.

#### NON-PARTICIPATING

This contract does not share in Our surplus earnings, so You will receive no dividends under it.

#### CONTRACT MODIFICATION

We reserve the right to modify this contract to qualify it under all related laws and regulations which are in effect during the term of this contract. We will obtain the approval of any regulatory authority needed for the modifications.

#### STATE LAWS

This contract is governed by the law of the state in which it is issued for delivery. We may, at any time, make any changes, including retroactive changes, in this contract to the extent that the change is required to meet the requirements of any law or regulation issued by any governmental agency to which We or You are subject.

#### EMERGENCY PROCEDURE

We reserve the right to suspend or postpone the date of any payment of any benefit or values for any Valuation Period (1) when the New York Stock Exchange is closed; (2) when trading on the Exchange is restricted; (3) when an emergency exists as determined by the Securities and Exchange Commission so that disposal of the securities held in the Underlying Funds is not reasonably practicable or it is not reasonably practicable to determine the value of the Underlying Funds' net assets; or (4) during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders. Any provision of this contract which specifies a Valuation Date will be superseded by this Emergency Procedure.

#### RELATION OF THIS CONTRACT TO THE SEPARATE ACCOUNT

We will have exclusive and absolute ownership and control of the assets of the Separate Account. That portion of the assets of the Separate Account equal to the reserves and other contract liabilities with respect to such Separate Account shall not be chargeable with liabilities arising out of any other business We conduct. Our determination of the value of an Accumulation Unit and an Annuity Unit by the method described in this contract will be conclusive.

-----  
VALUATION INFORMATION  
-----

#### NUMBER OF ACCUMULATION UNITS

The number of Accumulation Units to be credited to each Underlying Fund once a Purchase Payment has been received by Us will be determined by dividing the net Purchase Payment allocated to each Underlying Fund by the corresponding Accumulation Unit Value.

#### ACCUMULATION UNIT VALUE

The initial value of an Accumulation Unit for each Underlying Fund is set at \$1.000000. We determine the value of an Accumulation Unit on each Valuation Date by multiplying the value on the immediately preceding Valuation Date by the net investment factor for that Underlying Fund for the Valuation Period just ended.

The value of an Accumulation Unit on any date other than a Valuation Date will be equal to its value as of the previous Valuation Date.

11

NET INVESTMENT FACTOR

The net investment factor is a factor applied to measure the investment performance of an Underlying Fund from one Valuation Period to the next. The net investment factor for an Underlying Fund for any Valuation Period is equal to the sum of 1.000000 plus the net investment rate.

Each Underlying Fund's net investment rate for a Valuation Period is equal to the gross investment rate for that Underlying Fund less the applicable Underlying Fund deduction for the Valuation Period.

Underlying Fund deductions are shown on the Contract Specifications page.

The gross investment rate of an Underlying Fund for a Valuation Period is equal to (1) divided by (2) where

(1) is:

- (a) investment income; plus
- (b) capital gains and losses, whether realized or unrealized; less
- (c) a deduction for any expenses levied against the Separate Account and its Underlying Funds; and

(2) is the amount of the net assets at the beginning of the Valuation Period.

The gross investment rate for an Underlying Fund may be either positive or negative. Underlying Fund assets are based on the net assets held by the Underlying Fund. Investment income includes any distribution whose ex-dividend date occurs during the Valuation Period.

-----

TRANSFERS BETWEEN UNDERLYING FUNDS

-----

You may transfer all or any part of Your Account's Cash Value, subject to the restrictions of the Fixed Account as noted in the Fixed Account rider, if applicable, from one Underlying Fund to any other Underlying Fund shown on the Contract Specifications page. If You so authorize, Participants may transfer all or any part of their Individual Account's Cash Value from one Underlying Fund to any other Underlying Fund shown on the Contract Specifications page at any time up to 30 days before the due date of the first Annuity payment, subject to the restrictions of the Fixed Account as noted in the Fixed Account Rider, if applicable.

We reserve the right to limit the number of transfers in an account between Underlying Funds. We will not limit transfers to less than one in any six month period.

Transfers between Underlying Funds will result in the addition or deletion of Accumulation Units having a total value equal to the dollar amount being transferred to or from a particular Underlying Fund. The number of Accumulation Units will be determined by using the Accumulation Unit Value of the Underlying Funds involved as of the next Valuation Date after We receive notification of request for transfer. Transfers will be subject to any applicable Underlying Fund Transfer Charge stated on the Contract Specifications page.

-----

TRANSFERS FROM UNDERLYING FUNDS TO CONTRACTS NOT ISSUED BY US

-----

You may transfer all or any part of Your Account's Cash Surrender Value, subject to the restrictions of the Fixed Account as noted in the Fixed Account rider, if applicable, from any Underlying Fund to any contract not issued by Us. Such transfers may be subject to amounts deducted on Surrender as shown on the

Contract Specifications page. If You so authorize, Participants may transfer all or any part of their Individual Account's Cash Surrender Value from one Underlying Fund to any contract not issued by Us, subject to the restrictions of the Fixed Account as noted in the Fixed Account rider, if applicable.

-----  
TRANSFERS FROM OTHER CONTRACTS ISSUED BY US  
-----

Under specific conditions, We may allow You to transfer funds held by You in another group annuity contract issued by Us to this contract without applying deferred sales charges or surrender charges to the funds being transferred. Once the transfer is complete and We have established an account for You at Your direction, new amounts deducted on Surrender may apply to this contract as shown on the Contract Specifications page.

-----  
TRANSFERS TO OTHER CONTRACTS ISSUED BY US  
-----

Under specific conditions, We may allow You to transfer funds held by You for a Participant in this contract to another contract issued by Us without applying the amounts deducted on Surrender shown on the Contract Specifications page to the funds being transferred. Once the transfer is complete and We have established a new account for the Participant at Your direction, new deferred sales charges or surrender charges may apply to the new contract in accordance with the provisions of such contract.

-----  
TRANSFERS FROM CONTRACTS NOT ISSUED BY US  
-----

Under specific conditions, when authorized by state insurance law, We may credit a Plan up to 4% of the amount transferred to Us from another investment vehicle as reimbursement to the Plan for any exit penalty assessed by the other investment vehicle provider. We will recover this credit through reduced compensation paid to the servicing agent or broker.

-----  
DISTRIBUTIONS FROM THE CONTRACT  
-----

DISTRIBUTION FROM ONE ACCOUNT TO ANOTHER ACCOUNT

You may, as provided in the Plan, distribute Cash Value from Your Account to one or more Individual Accounts. You also may, as required and provided by the Plan, move Cash Value from any or all Individual Accounts to Your Account.

CASH SURRENDER

The Cash Surrender Value will be determined as of the next Valuation Date following receipt of Your Written Request. We may delay payment of the Cash Surrender Value in the Underlying Funds for a period of not more than seven days after We receive the request. The payment of the Cash Surrender Value of the Fixed Account, if applicable, may be delayed as described in the Fixed Account rider.

-----  
CONTRACT CHARGES  
-----

SEMIANNUAL ACCOUNT CHARGE

A fee for administrative expenses relating to the contract known as the Semiannual Account Charge will be assessed on each Participant's Individual Account as shown on the Contract Specifications page.

We will apply this Semiannual Account Charge for each Participant's Individual Account on a pro rata basis based on the Accumulation Units from all Underlying Funds in which the Individual Account has Cash Value. We will apply the charge on a pro rata basis if the Individual Account has been in effect for less than a full period on the date a Semiannual Account Charge is applied. This charge will also be prorated upon Surrender of the Individual Account.

#### AMOUNTS DEDUCTED ON SURRENDER

The applicable amounts deducted on Surrender are shown on the Contract Specifications page. These amounts may be reduced or eliminated to the extent that We anticipate lower sales expenses or perform fewer sales services due to:

1. the size of the group participating in the contract;
2. an existing relationship to the contract owner;
3. use of mass enrollment procedures, or;
4. performance of sales functions by a third party, which We would otherwise perform.

Page 11

13

-----  
DEATH BENEFIT PROVISIONS  
-----

A death benefit is payable in a single sum to the Beneficiary upon the death of a Participant before the Annuity Commencement Date. A death benefit is also payable under those Annuity Options which provide for death benefits. We will pay the Beneficiary the death benefit as described below upon receiving Due Proof of Death. We must be notified of a Participant's death no later than six months from the Participant's date of death in order for the Beneficiary to receive the death proceeds as described below. If notification is received more than six months after the Participant's death, the Beneficiary will receive death proceeds equal to the Cash Value of the Participant's Individual Account as of the date We receive Due Proof of Death. At Your Written Request, We will pay the death benefit to the Participant's beneficiary.

#### DEATH PROCEEDS PRIOR TO THE ANNUITY COMMENCEMENT DATE

If the Participant dies before age 75 and before the Annuity Commencement Date, We will pay the Beneficiary the greater of a) or b) below, less any applicable Premium Tax and prior surrenders not previously deducted as of the date We receive Due Proof of Death:

- a) the Cash Value of the Participant's Individual Account; or
- b) the total Purchase Payments under that Participant's Individual Account.

If the Participant dies on or after age 75 and before the Annuity Commencement Date, We will pay the Beneficiary the Cash Value of the Participant's Individual Account, less any applicable Premium Tax as of the date We receive Due Proof of Death.

#### DEATH PROCEEDS AFTER THE ANNUITY COMMENCEMENT DATE

If the Annuitant dies on or after the Annuity Commencement Date, We will pay the Beneficiary a death benefit consisting of any benefit remaining under the Annuity option then in effect.

-----  
ACCOUNT TERMINATION PROVISIONS  
-----

-----  
TERMINATION AMOUNT

If the Cash Value in a Participant's Individual Account is less than the Termination Amount stated on the Contract Specifications page, We reserve the right to terminate that Account and move the Cash Value of that Participant's Individual Account to Your Account.

Any Cash Value to which a terminating Participant is not entitled under the Plan will be moved to Your Account at Your direction.

-----  
CONTRACT DISCONTINUANCE PROVISIONS  
-----

You may discontinue this contract by Written Request at any time for any reason.

We reserve the right to discontinue this contract if:

- a) the Cash Value of the contract is less than the Termination Amount shown on the Contract Specifications page; or
- b) We determine within Our sole discretion and judgment that the Plan or administration of the Plan is not in conformity with applicable law; or
- c) We receive notice that is satisfactory to Us of Plan Termination.

If We discontinue this contract or We receive Your Written Request to discontinue the contract, We will, in Our sole discretion and judgment:

Page 12

14

- a) accept no further payments for this contract; and
- b) pay You the Cash Surrender Value of the Underlying Funds within 7 days of the date of Our Written Notice to You, or distribute the Cash Surrender Value of each Participant's Individual Account as described in the Settlement Provisions section at Your direction; and
- c) pay You the Cash Surrender Value of the Fixed Account, if applicable, as described in the Fixed Account rider.

If this contract is discontinued, We will distribute the Cash Surrender Value to You no later than 7 days following Our mailing the written notice of discontinuance to You at the most current address available on Our records. Discontinuance of this contract will not affect payments We are making under any Annuity options which began before the date of discontinuance.

-----  
SETTLEMENT PROVISIONS  
-----

ANNUITY COMMENCEMENT DATE

The Annuity Commencement Date is the date on which We will begin paying to the Annuitant the first of a series of Annuity payments in accordance with the Annuity option elected by You. Annuity payments will begin under this contract on the Annuity Commencement Date unless the contract has been discontinued or the proceeds have been paid to the Participant or Beneficiary prior to that date. We may require proof that the Annuitant is alive before Annuity payments are made. If no Annuity Commencement Date is specified, the automatic Annuity Commencement Date will be the date the Participant reaches age 70.

Additionally, at least 30 days before the original Annuity Commencement Date, You may change the Annuity Commencement Date by Written Request to any time prior to the Participant's 70th birthday or to a later date with Our consent.

#### ELECTION OF SETTLEMENT OPTIONS

On the Annuity Commencement Date, or other agreed upon date, any amount distributed from the contract may be applied to any one of the Annuity option described below.

Election of any of these options must be made by Written Request to Our Office at least 30 days prior to the date such election is to become effective. The form of such Annuity option shall be determined by You. The following information must be provided with any such request:

- a) the Participant's name, address, date of birth, social security number; and
- b) the Annuity option which is to be purchased; and
- c) the date the Annuity option payments are to begin; and
- d) if the form of the Annuity provides a death benefit in the event of the Participant's death, the name, relationship and address of the beneficiary as designated by You; and
- e) any other data that We may require.

The beneficiary, as specified in item (d) above, may be changed by You or the Annuitant as long as We are notified by Written Request while the Annuitant is alive. If the beneficiary designation is irrevocable, such designation cannot be changed or revoked without the consent of the beneficiary. After We receive the Written Request and the written consent of the beneficiary (if required), the new beneficiary designation will take effect as of the date the notice is signed. We have no further responsibility for any payment We made before the Written Request.

#### MINIMUM AMOUNTS

The minimum amount that can be placed under an Annuity option is \$2,000 unless We consent to a lesser amount. If any periodic payments due are less than \$100, We reserve the right to make payments at less frequent intervals.

Page 13

15

#### MISSTATEMENT

If an Annuitant's sex or age was misstated, all benefits of this contract are what the Cash Surrender Value would have purchased on the date of issue at the correct sex and age.

#### RETIRED LIFE CERTIFICATE

We will issue to each person to whom Annuity benefits are being paid under this contract a certificate setting forth a statement in substance of the benefits to which such person is entitled under this contract.

#### ALLOCATION OF AN ANNUITY

At the time election of one of the Annuity options is made, You may further elect to have the Participant's Cash Surrender Value applied to provide a Variable Annuity, a Fixed Annuity, or a combination of both.

If no election is made to the contrary, the value of an Underlying Fund will

provide an Annuity which varies with the investment experience of that same Underlying Fund. You or the Participant, if You so authorize, may elect to transfer Cash Value from one Underlying Fund to another, as described in the provision "Transfers Between Underlying Funds," in order to reallocate the basis on which Annuity payments will be determined. Once Annuity payments have begun, no further transfers are allowed.

#### VARIABLE ANNUITY

##### AMOUNT OF FIRST PAYMENT

The LIFE ANNUITY TABLES are used to determine the first monthly Annuity payment. They show the dollar amount of the basic first monthly Annuity payment which can be purchased with each \$1,000 applied. The amount applied to an Annuity will be the Cash Surrender Value of an Individual Account as of 14 days before the date Annuity payments start. We reserve the right to require satisfactory proof of the age of any person on whose life Annuity payments are based before making the first payment under any of these options.

##### ANNUITY UNIT VALUE

The initial value of an Annuity Unit for each Underlying Fund was set at \$1.000000. On any Valuation Date, the Annuity Unit Value for an Underlying Fund equals the Underlying Fund Annuity Unit Value on the immediately preceding Valuation Date, multiplied by the net investment factor for that Underlying Fund for the Valuation Period just ended, divided by the Assumed Daily Net Investment Factor. The Assumed Daily Net Investment Factor is shown on the Contract Specifications page.

The value of an Annuity Unit as of any date other than a Valuation Date will be equal to its value as of the previous Valuation Date.

##### NUMBER OF ANNUITY UNITS

We determine the number of Annuity Units credited to the Annuitant's Individual Account in each Underlying Fund by dividing the basic first monthly Annuity payment attributable to that Underlying Fund by the Underlying Fund's Annuity Unit Value as of 14 days before the due date of the first Annuity payment.

##### AMOUNT OF SECOND AND SUBSEQUENT PAYMENTS

The dollar amount of any or all payments made to an Annuitant after the first payment may change from month to month based on the net investment results of the Underlying Fund(s). The total amount of each Annuity payment made to an Annuitant will be equal to the sum of the payments in each Underlying Fund allocated to that Annuitant's Individual Account.

The actual amount of the payments made to an Annuitant in each Underlying Fund is found by multiplying the number of Annuity Units credited to the Annuitant's Individual Account in that Underlying Fund by the Annuity Unit Value of the Underlying Fund as of the date 14 days prior to the date on which the payment is due.

#### FIXED ANNUITY

A Fixed Annuity is an Annuity with payments which remain fixed as to dollar amount throughout the payment period. The dollar amount of the first Fixed Annuity payment will be calculated as described above in the "Amount of First Payment" provision. All subsequent payments will be in the same amount and that amount will be assured throughout the payment period.



## BETTERMENT OF RATES

Any Annuity option purchased with respect to an amount equal to the Participant's Cash Surrender Value as determined at the time of its commencement shall not be less than that which would be provided by the application of such amount to purchase a single premium immediate annuity offered by Us at that time for the same class of contracts. If it would produce a larger payment, We agree that the Fixed Annuity payment will be determined using the Life Annuity Tables in effect on the Annuity Commencement Date.

## ANNUITY OPTIONS

Subject to conditions stated in ELECTIONS OF SETTLEMENT OPTIONS and MINIMUM AMOUNTS, all or any part of the Cash Value of this contract may be paid to the Annuitant under one or more of the options below.

### OPTION 1. LIFE ANNUITY - NO REFUND

We will make monthly Annuity payments during the lifetime of the person on whose life the payments are based, ending with the last monthly payment preceding death.

### OPTION 2. LIFE ANNUITY WITH 120, 180, OR 240 MONTHLY PAYMENTS ASSURED

We will make monthly Annuity payments during the lifetime of the person on whose life the payments are based and under the conditions stated below.

If at the death of the Annuitant, payments have been made for less than 120, 180, or 240 months, as elected, We will continue to make payments to the designated beneficiary during the remainder of the period.

### OPTION 3. JOINT AND LAST SURVIVOR LIFE ANNUITY

We will make monthly Annuity payments based upon the joint lifetime of two persons selected: first to the Annuitant, and upon his/her death, to the survivor.

No more payments will be made after the death of the survivor.

### OPTION 4. JOINT AND LAST SURVIVOR LIFE ANNUITY - ANNUITY REDUCED ON DEATH OF PRIMARY PAYEE

We will make monthly Annuity payments to the Annuitant during the joint lifetime of two persons selected. One of the two persons will be designated as the primary payee. The other will be designated as the secondary payee. On the death of the secondary payee, if survived by the primary payee, We will continue to make monthly Annuity payments to the primary payee in the same amount that would have been payable during the joint lifetime of the two persons.

On the death of the primary payee, if survived by the secondary payee, We will continue to make monthly Annuity payments to the secondary payee in an amount equal to 50% of the payments which would have been made during the lifetime of the primary payee.

No further payments will be made following the death of the survivor.

### OPTION 5. FIXED PAYMENTS FOR A FIXED PERIOD OF 120, 180, OR 240 MONTHS

We will make monthly payments for the period selected. If at the death of the Annuitant, payments have been made for less than 120, 180, or 240 months, as elected, We will continue to make payments to the designated beneficiary during the remainder of the period.

### OPTION 6. OTHER ANNUITY OPTIONS

We will make other arrangements for Annuity payments as may be mutually agreed

FIXED ACCOUNT RIDER

This rider is made part of the basic contract to which it is attached. The date of issue of the rider is the same as that of the basic contract unless a different date is shown on the Contract Specifications page. Except as provided in this rider, the Fixed Account is treated the same as an Underlying Fund.

When You, or the Participant if You so authorize, direct Us to do so, We will apply all or any part of a Participant's Purchase Payments to the Fixed Account.

-----  
PURCHASE PAYMENTS  
-----

The Purchase Payments are the payments You and/or the Participants make for allocation to this rider. No purchase payment after the first is required to keep the Fixed Account in effect, as long as the basic contract is in effect.

We will apply the allocation of the first net Purchase Payment paid for the Fixed Account to provide Accumulation Units to the credit of the Fixed Account as of the day the Purchase Payment is received in good order at Our Office. We will apply any allocation of the net Purchase Payments after the first net Purchase Payment to the Fixed Account as of the day We receive it at Our Office.

-----  
VALUATION INFORMATION  
-----

For the purpose of this rider, for the Fixed Account only, the VALUATION INFORMATION section of the basic contract is amended by deleting the following provisions:

1. "Number of Accumulation Units;"
2. "Accumulation Unit Value;" and
3. "Net Investment Factor;"

and the following provisions are added.

NUMBER OF ACCUMULATION UNITS

We will determine the number of Accumulation Units to be credited to the Fixed Account on payment of Purchase Payments to this rider by dividing the net Purchase Payment for this rider by the then dollar value of one Accumulation Unit of the Fixed Account.

ACCUMULATION UNIT VALUE

We will determine the value of an Accumulation Unit for the Fixed Account on any day by multiplying:

- a) the value on the immediately preceding date; by
- b) the net interest factor for the day on which the value is being determined.

NET INTEREST FACTOR

The net interest factor for a day is:

1. the assured Net Interest Rate which is equivalent to an annual interest rate of 3%, plus
2. any interest in excess of the assured Net Interest Rate (3%) credited

at Our discretion, plus  
3. 1.000000.

-----  
INTEREST CREDITED TO THE FIXED ACCOUNT  
-----

Interest will be compounded and credited to the Fixed Account at a daily rate equivalent to the effective annual interest rate as determined by Us. The rate will never be less than the Net Interest Rate of 3%. Additional amounts may be credited by Us for the guaranteed interest periods shown on the Contract Specifications page.

From time to time, We may offer customers of certain broker dealers special guaranteed interest rates and negotiated commissions.

Page 16

18

-----  
TRANSFERS BETWEEN THE UNDERLYING FUNDS AND THE FIXED ACCOUNT  
-----

Amounts may generally be transferred from the Underlying Funds to the Fixed Account at any time. Amounts may be transferred from the Fixed Account to the Underlying Funds as described on the Contract Specifications page. No transfers will be allowed between the Fixed Account and any Competing Fund in the Plan. Amounts previously transferred from the Fixed Account to the Underlying Funds may not be transferred back to the Fixed Account or any Competing Fund for a period of at least 3 months from the date of transfer. We reserve the right to limit the number of transfers and percentage of Cash Value, as shown on the Contract Specifications page, to be transferred from the Fixed Account to the Underlying Funds and to contracts not issued by Us. We will not limit the number of these transfers to less than one in any six month period.

-----  
TRANSFERS BETWEEN CONTRACTS NOT ISSUED BY US AND THE FIXED ACCOUNT  
-----

At Your Written Request, We will make available the Cash Surrender Value of the Fixed Account for transfer to contracts not issued by Us, subject to the restrictions on the Contract Specifications page.

-----  
TRANSFERS BETWEEN OTHER CONTRACTS ISSUED BY US AND THE FIXED ACCOUNT  
-----

Under specific conditions, We may allow You to transfer funds held by You in another group annuity contract issued by Us to the Fixed Account without applying deferred sales charges or surrender charges to the funds being transferred. Once the transfer is complete and We have established an account for You at Your direction, new amounts deducted on Surrender may apply to the Fixed Account as shown on the Contract Specifications page.

We may also allow You, under specific conditions, to transfer funds held by You for a Participant in the Fixed Account to another contract issued by Us without applying the amounts deducted on Surrender shown on the Contract Specifications page to the funds being transferred. Once the transfer is complete and We have established a new account for the Participant at Your direction, new deferred sales charges or surrender charges may apply to the new contract in accordance with the provisions of such contract.

-----  
DISTRIBUTION FROM THE FIXED ACCOUNT  
-----

ALLOWABLE DISTRIBUTIONS

You may request allowable distributions shown on the Contract Specifications page from the Fixed Account at any time. Upon receipt of Your Written Request, We will pay You the Cash Value of the Fixed Account as applicable for those allowable distributions.

SURRENDER FROM FIXED ACCOUNT CELLS

For the purpose of processing distributions from the Fixed Account, withdrawals are taken from the most recent "cell" first, and each subsequent cell is accessed for distributions in descending order on a Last-In, First-Out (LIFO) basis.

The Cash Surrender Value will be determined as of the next valuation following receipt of Your Written Request. We may defer payment of the Cash Surrender Value in the Fixed Account for up to six months from the date of the Written Request. If a payment is deferred more than 30 days from the date the request is received, We will pay interest of 3% on the amount deferred.

-----  
CONTRACT CHARGES  
-----

No Semiannual Account Charge is applicable to the Fixed Account.

AMOUNTS DEDUCTED ON SURRENDER

The applicable amounts deducted on Surrender are shown on the Contract Specifications page. These amounts may be reduced or eliminated to the extent that We anticipate lower sales expenses or perform fewer sales services due to:

1. the size of the group participating in the contract;
2. an existing relationship to the contract owner;
3. use of mass enrollment procedures, or;
4. performance of sales functions by a third party, which We would otherwise perform.

-----  
CONTRACT DISCONTINUANCE PROVISIONS  
-----

If the contract is discontinued, this rider will also be discontinued, and no further Purchase Payments or transfers will be allowed.

On the date We receive Your Written Request to discontinue the contract, or within 31 days after We notify You in writing of Our intent to discontinue the contract, all Cash Values in the Individual Accounts will be transferred to Your Account. Any amounts transferred from the Fixed Account to the Underlying Funds during the previous 30 days from the date of discontinuance will be transferred back to the Fixed Account. If these amounts are not available in the Individual Accounts, the equivalent Cash Values will be transferred from Your Account.

If the contract is discontinued because of Plan Termination and the Plan certifies to Us that the Plan Termination is the result of the dissolution or liquidation of the employer under US Code Title 11 procedures, the Cash Surrender Value will be distributed directly to the employees entitled to share in such distributions in accordance with the Plan relating to Plan Termination. Distribution may be in the form of cash payments, Annuity options, or deferred annuities. This provision does not apply to 457 Deferred Compensation plans.

If the Plan is terminated or the contract discontinued for any other reason, then upon discontinuance of this contract, We will determine the Market Adjusted

Value of the Fixed Account. The Market Adjusted Value is the current value as of the date of discontinuance and reflects the relationship between the rate of interest credited to funds on deposit under the Fixed Account at the time of discontinuance and the rate of interest credited on new deposits for this class of contracts at the time of discontinuance. The Market Adjusted Value may be greater than or less than the Cash Value of the Fixed Account.

If the Market Adjusted Value is less than the Cash Value of the Fixed Account as of the date of discontinuance, We will pay You Your choice of:

- a) the Market Adjusted Value, less any amounts deducted on Surrender, in one lump sum within 60 days of the date of discontinuance; or
- b) the Cash Surrender Value of the Fixed Account in installments over a 5 year period. The amounts deducted on Surrender, if any, are determined as of the date of discontinuance and will apply to all installment payments. Interest will be credited to the remaining Cash Value of the Fixed Account during this installment period at a fixed effective annual interest rate not less than 3%. The first payment will be made no later than 60 days following Our mailing the written notice to You at the most current address available on Our records. The remaining payments will be mailed on each anniversary of the discontinuance date for 4 years. Allowable distributions shown on the Contract Specifications page are not allowed during the 5 year installment period.

Page 18

20

If the Market Adjusted Value is greater than the Cash Value of the Fixed Account as of the date of discontinuance, We will pay You Your choice of:

- a) the Cash Surrender Value of the Fixed Account within 60 days of the date of discontinuance; or
- b) the Cash Value of the Fixed Account in installments over a 5 year period. Interest will be credited to the remaining Cash Value of the Fixed Account during this installment period at a fixed effective annual interest rate not less than 3%. The first payment will be made no later than 60 days following Our mailing the written notice to You at the most current address available on Our records. The remaining payments will be mailed on each anniversary of the discontinuance date for 4 years. Allowable distributions shown on the Contract Specifications page are not allowed during the 5 year installment period.

THE TRAVELERS INSURANCE COMPANY

Chairman

Page 19

January 11, 1996

The Travelers Insurance Company  
One Tower Square  
Hartford, Connecticut 06183

Gentlemen:

With reference to the Registration Statement on Form N-4 filed by The Travelers Insurance Company and The Travelers Separate Account QP for Variable Annuities with the Securities and Exchange Commission covering variable annuity contracts for qualified plans, I have examined such documents and such law as I have considered necessary and appropriate, and on the basis of such examination, it is my opinion that:

1. The Travelers Insurance Company is duly organized and existing under the laws of the State of Connecticut and has been duly authorized to do business and to issue variable annuity contracts by the Insurance Commissioner of the State of Connecticut.
2. The Travelers Separate Account QP for Variable Annuities is a duly authorized and validly existing separate account established pursuant to Section 38a-433 of the Connecticut General Statutes.
3. The variable annuity contracts covered by the above Registration Statement, and all pre- and post-effective amendments relating thereto, will be approved and authorized by the Insurance Commissioner of the State of Connecticut and when issued will be valid, legal and binding obligations of The Travelers Insurance Company and The Travelers Separate Account QP for Variable Annuities.

I hereby consent to the filing of this opinion as an exhibit to the above-referenced Registration Statement and to the reference to this opinion under the caption "Legal Proceedings and Opinion" in the Prospectus constituting a part of the Registration Statement.

/s/ ERNEST J. WRIGHT

-----  
Ernest J. Wright  
General Counsel

Life and Annuities Division  
The Travelers Insurance Company

In connection with the solicitation and sale of variable annuity contracts to participants of plans qualified under Section 403(b) of the Internal Revenue Code, the Registrant hereby represents, in reliance upon No-Action Letter IP-6-88, that it has:

- (1) included appropriate disclosure regarding the redemption restrictions imposed by Section 403(b) (11) in each registration statement, including the prospectus, used in connection with the offer of the contract;
- (2) included appropriate disclosure regarding the redemption restrictions imposed by Section 403(b) (11) in any sales literature used in connection with the offer of the contract;
- (3) instructed sales representatives who solicit participants to purchase the contract specifically to bring the redemption restrictions imposed by Section 403(b) (11) to the attention of the potential participants; and
- (4) obtained from each plan participant who purchases a Section 403(b) annuity contract, prior to or at the time of such purchase, a signed statement acknowledging the participant's understanding of (i) the restrictions on redemption imposed by Section 403(b) (11), and (ii) the investment alternatives available under the employer's Section 403(b) arrangement, to which the participant may elect to transfer his or her contract value.

By: /s/ ROBERT C. HAMILTON

-----  
Name: Robert C. Hamilton  
Title: Second Vice President  
Date: January 11, 1996



## THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, ROBERT I. LIPP of Scarsdale, New York, Chairman and Director of The Travelers Insurance Company (hereafter the "Com-pany"), do hereby make, constitute and appoint JAY S. FISHMAN, Director, Vice Chairman and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form N-4 or other appropriate form under the Securities Act of 1933 for The Travelers Separate Account QP for Variable Annuities, a separate account of the Company dedicated specifically to the funding of variable annuity contracts to be offered by the Company, and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of December, 1995.

/s/Robert I. Lipp  
Chairman and Director  
The Travelers Insurance Company

## THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, MICHAEL A. CARPENTER of Greenwich, Connecticut, Director, President Vice Chairman and Chief Executive Officer of The Travelers Insurance Company (hereafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director, Vice Chairman and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either

one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form N-4 or other appropriate form under the Securities Act of 1933 for The Travelers Separate Account QP for Variable Annuities, a separate account of the Company dedicated specifically to the funding of variable annuity contracts to be offered by the Company, and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of December, 1995.

/s/Michael A. Carpenter  
Director, President and  
Chief Executive Officer  
The Travelers Insurance Company

3

THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, CHARLES O. PRINCE III of Weston, Connecticut, director of The Travelers Insurance Company (hereafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director, Vice Chairman and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form N-4 or other appropriate form under the Securities Act of 1933 for The Travelers Separate Account QP for Variable Annuities, a separate account of the Company dedicated specifically to the funding of variable annuity contracts to be offered by the Company, and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of December, 1995.

/s/Charles O. Prince, III

4

THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, MARC P. WEILL of New York, New York, director of The Travelers Insurance Company (hereafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director Vice Chairman, and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form N-4 or other appropriate form under the Securities Act of 1933 for The Travelers Separate Account QP for Variable Annuities, a separate account of the Company dedicated specifically to the funding of variable annuity contracts to be offered by the Company, and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of December, 1995.

/s/Marc P. Weill  
Director  
The Travelers Insurance Company

5

THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, IRWIN R. ETTINGER of Stamford, Connecticut, director of The Travelers Insurance Company (hereafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director Vice Chairman, and Chief

Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form N-4 or other appropriate form under the Securities Act of 1933 for The Travelers Separate Account QP for Variable Annuities, a separate account of the Company dedicated specifically to the funding of variable annuity contracts to be offered by the Company, and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of December, 1995.

/s/Irwin R. Ettinger  
Director  
The Travelers Insurance Company

6

THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, DONALD T. DeCARLO of Douglaston, New York, director of The Travelers Insurance Company (hereafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director Vice Chairman and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form N-4 or other appropriate form under the Securities Act of 1933 for The Travelers Separate Account QP for Variable Annuities, a separate account of the Company dedicated specifically to the funding of variable annuity contracts to be offered by the Company, and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of December, 1995.

/s/Donald T. DeCarlo

THE TRAVELERS SEPARATE ACCOUNT QP FOR VARIABLE ANNUITIES

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, CHRISTINE B. MEAD of Avon, Connecticut, Vice President and Controller of The Travelers Insurance Company (hereafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director, Vice Chairman and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form N-4 or other appropriate form under the Securities Act of 1933 for The Travelers Separate Account QP for Variable Annuities, a separate account of the Company dedicated specifically to the funding of variable annuity contracts to be offered by the Company, and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of December, 1995.

/s/Christine B. Mead  
Vice President and Controller  
The Travelers Insurance Company