

# SECURITIES AND EXCHANGE COMMISSION

## FORM 497

Definitive materials filed under paragraph (a), (b), (c), (d), (e) or (f) of Securities Act Rule 497

Filing Date: **2005-05-02**  
SEC Accession No. **0001193125-05-091876**

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

### FILER

#### **GE CAPITAL LIFE SEPARATE ACCOUNT II**

CIK: **1044035** | IRS No.: **222882416** | Fiscal Year End: **1231**  
Type: **497** | Act: **33** | File No.: **333-47016** | Film No.: **05789653**

Mailing Address  
*GE CAPITAL LIFE  
ASSURANCE CO OF NY  
2 MANHATTANVILLE RD  
PURCHASE NY 10577*

Business Address  
*GE CAPITAL LIFE  
ASSURANCE COMPANY OF  
NY  
2 MANHATTANVILLE RD  
PURCHASE NY 10577  
9142538822*

SUPPLEMENT DATED MAY 2, 2005 TO  
PROSPECTUS DATED APRIL 29, 2005 FOR  
FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY CONTRACTS

ISSUED BY  
GE CAPITAL LIFE ASSURANCE COMPANY OF NEW YORK  
THROUGH ITS  
GE CAPITAL LIFE SEPARATE ACCOUNT II

This supplement updates certain information contained in your prospectus.  
Please read it and keep it with your prospectus for future reference.

The Portfolios

FAM Variable Series Funds, Inc.

Effective May 1, 2005, Merrill Lynch Variable Series Funds, Inc. will be known as FAM Variable Series Funds, Inc. The names of the following Portfolios of the Fund, which are available under your Contract, will also change effective May 1, 2005:

<TABLE>  
<CAPTION>

Old Name	New Name
<S>	<C>
Merrill Lynch Basic Value V.I. Fund -- Class III Shares	Mercury Basic Value V.I. Fund -- Class III Shares
Merrill Lynch Global Allocation V.I. Fund -- Class III Shares	Mercury Global Allocation V.I. Fund -- Class III Shares
Merrill Lynch Large Cap Growth V.I. Fund -- Class III Shares	Mercury Large Cap Growth V.I. Fund -- Class III Shares
Merrill Lynch Value Opportunities V.I. Fund -- Class III Shares	Mercury Value Opportunities V.I. Fund -- Class III Shares

</TABLE>

The investment adviser for each Portfolio is Merrill Lynch Investment Managers, L.P., doing business as Mercury Advisors.

All references in the prospectus to the Fund, the Portfolios, and the investment adviser are revised accordingly.

Please refer to the prospectus and any prospectus supplements for FAM Variable Series Funds, Inc. and its Portfolios for additional information.

Janus Aspen Series

The investment objective of the Janus Aspen Series -- Balanced Portfolio is revised in the prospectus to read as follows:

Seeks long-term capital growth, consistent with preservation of capital and balanced by current income.

The investment objective of the Janus Aspen Series -- Forty Portfolio is revised in the prospectus to read as follows:

A non-diversified\* portfolio that seeks long-term growth of capital.

\* A non-diversified portfolio is a portfolio that may hold a larger position

in a smaller number of securities than a diversified portfolio. This means that a single security's increase or decrease in value may have a greater impact on the return and the net asset value of a non-diversified portfolio than a diversified portfolio.

Please refer to the prospectus and any prospectus supplements for the Janus Aspen Series -- Balanced Portfolio and the Janus Aspen Series -- Forty Portfolio for additional information.

GE Capital Life Separate Account II  
Prospectus For  
Flexible Premium Variable Deferred Annuity Contracts  
Form NY1155 4/00

Issued by:  
GE Capital Life Assurance Company of New York  
622 Third Avenue, 33rd Floor  
New York, New York 10017

Service Center:  
6610 West Broad Street  
Richmond, Virginia 23230  
Telephone: (800) 313-5282

-----  
This prospectus describes flexible premium variable deferred annuity contracts (the "contracts") issued prior to May 1, 2003 or prior to the date on which New York State insurance authorities approve applicable contract modifications. The contract may be issued to individuals and qualified and nonqualified retirement plans. GE Capital Life Assurance Company of New York (the "Company," "we," "us," or "our") issues the contract.

This prospectus gives details about the contract, GE Capital Life Separate Account II (the "Separate Account") and the Guarantee Account that you should know before investing. Please read this prospectus carefully before investing and keep it for future reference.

The contract offers you the accumulation of Contract Value and the payment of periodic annuity benefits. We may pay these benefits on a variable or fixed basis.

You may allocate your purchase payments to the Separate Account, the Guarantee Account, or both. Each Subaccount of the Separate Account invests in shares of Portfolios of the Funds listed below:

AIM Variable Insurance Funds:

AIM V.I. Basic Value Fund -- Series II shares  
AIM V.I. Capital Appreciation Fund -- Series I shares  
AIM V.I. International Growth Fund -- Series II shares  
AIM V.I. Premier Equity Fund -- Series I shares

AllianceBernstein Variable Products Series Fund, Inc.:

AllianceBernstein Global Technology Portfolio --  
Class B (formerly, AllianceBernstein Technology  
Portfolio)  
AllianceBernstein Growth and Income Portfolio --  
Class B  
AllianceBernstein International Value Portfolio --  
Class B  
AllianceBernstein Large Cap Growth Portfolio  
(formerly, AllianceBernstein Premier Growth  
Portfolio -- Class B)

American Century Variable Portfolios II, Inc.

VP Inflation Protection Fund -- Class II

Eaton Vance Variable Trust:

VT Floating-Rate Income Fund  
VT Worldwide Health Sciences Fund

Evergreen Variable Annuity Trust

Evergreen VA Omega Fund -- Class 2

Federated Insurance Series:

Federated High Income Bond Fund II\* -- Service Shares

Fidelity(R) Variable Insurance Products Fund:

VIP Asset Manager/SM/ Portfolio -- Service Class 2  
VIP Contrafund(R) Portfolio -- Service Class 2  
VIP Dynamic Capital Appreciation Portfolio --Service Class 2  
VIP Equity-Income Portfolio -- Service Class 2  
VIP Growth Portfolio -- Service Class 2  
VIP Growth & Income Portfolio -- Service Class 2  
VIP Mid Cap Portfolio -- Service Class 2  
VIP Value Strategies Portfolio -- Service Class 2

1

Franklin Templeton Variable Insurance Products Trust:

Franklin Income Securities Fund -- Class 2 Shares

GE Investments Funds, Inc.:

Income Fund  
Mid-Cap Equity Fund (formerly, Mid-Cap Value Equity Fund)  
Money Market Fund  
Premier Growth Equity Fund  
Real Estate Securities Fund  
S&P 500(R) Index Fund  
Small-Cap Value Equity Fund  
Total Return Fund  
U.S. Equity Fund  
Value Equity Fund

Goldman Sachs Variable Insurance Trust

Goldman Sachs Mid Cap Value Fund

Greenwich Street Series Fund:

Salomon Brothers Variable Aggressive Growth Fund -- Class II

Janus Aspen Series:

Balanced Portfolio -- Service Shares  
Forty Portfolio -- Service Shares (formerly, Capital Appreciation Portfolio)

Merrill Lynch Variable Series Funds, Inc.

Merrill Lynch Basic Value V.I. Fund -- Class III Shares  
Merrill Lynch Global Allocation V.I. Fund -- Class III Shares  
Merrill Lynch Large Cap Growth V.I. Fund -- Class III Shares  
Merrill Lynch Value Opportunities V.I. Fund -- Class III Shares (formerly,  
Merrill Lynch Small Cap Value V.I. Fund)

MFS(R) Variable Insurance Trust:

MFS(R) Investors Growth Stock Series -- Service Class Shares  
MFS(R) Investors Trust Series -- Service Class Shares  
MFS(R) New Discovery Series -- Service Class Shares  
MFS(R) Total Return Series -- Service Class Shares  
MFS(R) Utilities Series -- Service Class Shares

Nations Separate Account Trust:

Nations Marsico Growth Portfolio  
Nations Marsico International Opportunities Portfolio

Oppenheimer Variable Account Funds:

Oppenheimer Aggressive Growth Fund/VA -- Service Shares  
Oppenheimer Balanced Fund/VA -- Service Shares  
Oppenheimer Capital Appreciation Fund/VA --Service Shares  
Oppenheimer Global Securities Fund/VA -- Service Shares  
Oppenheimer Main Street Fund/VA -- Service Shares  
Oppenheimer Main Street Small Cap Fund/VA --Service Shares

PIMCO Variable Insurance Trust:

All Asset Portfolio -- Advisor Class Shares  
High Yield Portfolio\* -- Administrative Class Shares  
Long-Term U.S. Government Portfolio -- Administrative Class Shares  
Low Duration Portfolio -- Administrative Class Shares  
Total Return Portfolio -- Administrative Class Shares

The Prudential Series Fund, Inc.:

Jennison Portfolio -- Class II

Jennison 20/20 Focus Portfolio -- Class II  
Natural Resources Portfolio -- Class II

Rydex Variable Trust:  
OTC Fund

Salomon Brothers Variable Series Funds Inc:  
Salomon Brothers Variable All Cap Fund -- Class II  
Salomon Brothers Variable Total Return Fund -- Class II

Van Kampen Life Investment Trust:  
Comstock Portfolio -- Class II Shares  
Emerging Growth Portfolio -- Class II Shares

2

The following Portfolio is not available to new purchase payments or transfers on or after November 15, 2004:

Janus Aspen Series  
International Growth Portfolio -- Service Shares

The following Portfolios of the Funds are not available to contracts issued on or after May 1, 2003:

AIM Variable Insurance Funds:  
AIM V.I. Growth Fund -- Series I shares

AllianceBernstein Variable Products Series Fund, Inc.:  
AllianceBernstein Small Cap Growth Portfolio --  
Class B

Dreyfus  
The Dreyfus Socially Responsible Growth Fund,  
Inc. -- Initial Shares

Janus Aspen Series:  
Global Life Sciences Portfolio -- Service Shares  
Global Technology Portfolio -- Service Shares  
Large Cap Growth Portfolio -- Service Shares  
(formerly, Growth Portfolio)  
Mid Cap Growth Portfolio -- Service Shares  
Worldwide Growth Portfolio -- Service Shares

PIMCO Variable Insurance Trust:  
Foreign Bond Portfolio (U.S. Dollar Hedged) --  
Administrative Class Shares

\* These Portfolios may invest in lower quality debt securities commonly referred to as junk bonds.

Not all of these Portfolios may be available in all markets.

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

Your contract:

- . Is NOT a bank deposit
- . Is NOT FDIC insured
- . Is NOT insured or endorsed by a bank or any federal government agency
- . MAY go down in value

Except for amounts in the Guarantee Account, both the value of a contract before the Annuity Commencement Date and the amount of monthly income afterwards will depend upon the investment performance of the Portfolio(s) you select. You bear the investment risk of investing in the Portfolios.

These contracts are also offered to customers of various financial institutions and brokerage firms. No financial institution or brokerage firm is responsible for the guarantees under the contracts. Guarantees under the contracts are the sole responsibility of the Company.

In the future, additional portfolios managed by certain financial institutions or brokerage firms may be added to the Separate Account. These portfolios may be offered exclusively to purchasing customers of the particular financial institution or brokerage firm.

A Statement of Additional Information, dated April 29, 2005, which contains additional information about the contract has been filed with the SEC and is incorporated by reference into this prospectus. A table of contents for the Statement of Additional Information appears on the last page of this prospectus. If you would like a free copy, call us at:

1-800-313-5282;

or write us at our Service Center:

6610 West Broad Street  
Richmond, Virginia 23230

The Statement of Additional Information and other material incorporated by reference can be found on the SEC's website at:

[www.sec.gov](http://www.sec.gov)

This prospectus does not constitute an offering in any jurisdiction in which such offering may not lawfully be made.

The date of this prospectus is April 29, 2005.

## Table of Contents

Definitions.....	7
Fee Tables.....	9
Examples.....	11
Synopsis.....	13
Condensed Financial Information.....	18
Investment Results.....	18
Financial Statements.....	18
The Company.....	19
The Separate Account.....	20
The Portfolios.....	20
Subaccounts.....	21
Voting Rights.....	30
The Guarantee Account.....	31
Charges and Other Deductions.....	33
Transaction Expenses.....	34
Other Charges.....	36
The Contract.....	38
Purchase of the Contract.....	38
Ownership.....	39
Assignment.....	40
Purchase Payments.....	40
Valuation Day and Valuation Period.....	41
Allocation of Purchase Payments.....	41
Optional Enhanced Payment Benefit.....	42
Valuation of Accumulation Units.....	42

Transfers.....	44
Transfers Before the Annuity Commencement Date.....	44
Transfers From the Guarantee Account to the Subaccounts..	44
Transfers From the Subaccounts to the Guarantee Account..	44
Transfers Among the Subaccounts.....	45
Telephone/Internet Transactions.....	46
Confirmation of Transactions.....	47
Special Note on Reliability.....	47
Transfers By Third Parties.....	48
Special Note on Frequent Transfers.....	49
Dollar Cost Averaging Program.....	51

Portfolio Rebalancing Program.....	52
Guarantee Account Interest Sweep Program.....	53
Surrenders and Partial Withdrawals.....	55
Surrenders and Partial Withdrawals.....	55
Systematic Withdrawal Program.....	56
The Death Benefit.....	58
Death Benefit at Death of Any Annuitant Before Annuity Commencement Date.....	58
When We Calculate The Death Benefit.....	60
Death of an Owner or Joint Owner Before the Annuity Commencement Date..	61
Death of Owner, Joint Owner or Annuitant After Income Payments Begin..	63
Income Payments.....	64
Optional Payment Plans.....	66
Variable Income Payments.....	68
Transfers After the Annuity Commencement Date.....	68
Federal Tax Matters.....	70
Introduction.....	70
Taxation of Non-Qualified Contracts.....	70
Section 1035 Exchanges.....	74
Qualified Retirement Plans.....	75
Federal Income Tax Withholding.....	79
State Income Tax Withholding.....	79
Tax Status of the Company.....	80
Changes in the Law.....	80
Requesting Payments.....	81
Sales of the Contracts.....	83
Principal Underwriter.....	83
Sales of the Contracts.....	83
Additional Information.....	86
Owner Questions.....	86
Return Privilege.....	86
State Regulation.....	86
Evidence of Death, Age, Gender or Survival.....	87
Records and Reports.....	87
Other Information.....	87
Legal Proceedings.....	87
Appendix -- Condensed Financial Information.....	A-1
Table of Contents -- Statement of Additional Information	

Definitions

The following terms are used throughout the prospectus:

Accumulation Unit -- An accounting unit of measure we use to calculate the value in the Separate Account before the

income payments commence.

Annuitant/Joint Annuitant -- The person(s) named in the contract upon whose age and, where appropriate, gender, we determine monthly income benefits.

Annuity Commencement Date -- The date on which your income payments will commence, if any Annuitant is living on that date. The Annuity Commencement Date is stated in your contract, unless changed by you in writing in a form acceptable to us.

Annuity Unit -- An accounting unit of measure we use to calculate the amount of the second and each subsequent variable income payment.

Code -- The Internal Revenue Code of 1986, as amended.

Contract Date -- The date we issue your contract and your contract becomes effective. Your Contract Date is shown in your contract. We use the Contract Date to determine contract years and anniversaries.

Contract Value -- The total value of all your Accumulation Units in the Subaccounts and any amounts you hold in the Guarantee Account.

Fund -- Any open-end management investment company or any unit investment trust in which the Separate Account invests.

General Account -- Assets of the Company other than those allocated to the Separate Account or any other separate account of the Company.

Guarantee Account -- Part of our General Account that provides a guaranteed interest rate for a specified interest rate guarantee period. The Guarantee Account is not part of and does not depend on the investment performance of the Separate Account.

Portfolio -- A division of a Fund, the assets of which are separate from other Portfolios that may be available in the Fund. Each Portfolio has its own investment objective. Not all Portfolios may be available in all markets.

Separate Account -- GE Capital Life Separate Account II, a separate investment account we established to receive Subaccount allocations. The Separate Account is divided into Subaccounts, each of which invests in shares of a separate Portfolio.

7

Service Center -- The office to which all written and telephone inquiries concerning the contract or the Portfolios should be made: 6610 West Broad Street, Richmond, Virginia 23230, 1-800-313-5282. The term "we" may be used throughout this prospectus in connection with calculation of Contract Value; in these instances, the term "we" has the same meaning as the Service Center.

Subaccount -- A division of the Separate Account which invests exclusively in shares of a designated Portfolio. Not all Subaccounts may be available in all markets. A Subaccount may be referred to as an Investment Subdivision in your contract and/or marketing materials.

Surrender Value -- The value of your contract as of the date we receive your written request to surrender at our Service Center, less any applicable premium tax, annual contract charge, any optional benefit charge and any surrender charge.



Valuation Day -- Each day on which the New York Stock Exchange is open for regular trading, except for days that the Subaccount's corresponding Portfolio does not value its shares.

Valuation Period -- The period that starts at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next succeeding Valuation Day.

8

#### Fee Tables

The following tables describe fees and expenses that you will pay when buying, owning or partially withdrawing assets or fully surrendering the contract. The first table describes the fees and expenses that you will pay when you buy the contract, take a partial withdrawal, fully surrender your contract, or transfer assets among the investment options. State premium taxes may also be deducted.

<TABLE>	
<S>	<C>
Contract Owner Transaction Expenses	
-----	
Surrender Charge (as a percentage of purchase payments partially withdrawn or surrendered)	Maximum of 8%/1,2/
-----	
Transfer Charge	\$10.00/3/
-----	

- </TABLE>
- /1/ The maximum surrender charge assumes you elect the Enhanced Payment Benefit Option at the time of application. The surrender charge declines to \$0 over a period of 9 years for each purchase payment received. If you do not elect the Enhanced Payment Benefit Option, the maximum surrender charge is 6% and declines to \$0 over a period of seven years for each purchase payment received.
  - /2/ A surrender charge is not assessed on any amounts representing gain. In addition, you may partially withdraw the greater of 10% of your total purchase payments or any amount withdrawn to meet minimum distribution requirements under the Code each contract year without incurring a surrender charge; the free withdrawal amount is not cumulative from contract year to contract year. The surrender charge will be taken from the amount withdrawn unless otherwise requested.
  - /3/ We currently do not assess a transfer charge. However, we reserve the right to assess a transfer charge for each transfer among the Subaccounts.

9

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

<TABLE>	
<S>	<C>
Periodic Charges Other Than Portfolio Expenses	
-----	
Annual Contract Charge	\$30.00/1/
-----	

Separate Account Annual Expenses (as a percentage of your average daily net assets in the Separate Account)

Mortality and Expense Risk Charge	Annuitant (Joint Annuitant, if any) Age 70 or Younger at Issue	Either Annuitant Over Age 70 at Issue
	1.30%	1.50%
Administrative Expense Charge	0.15%	
Optional Benefits		
Enhanced Payment Benefit Option	0.15%/2/	
Maximum Total Separate Account Annual Expenses/3/	Annuitant (Joint Annuitant, if any) Age 70 or Younger at Issue	Either Annuitant Over Age 70 at Issue
	1.60%	1.80%

</TABLE>

- /1/ This charge is taken on each contract anniversary and at the time the contract is surrendered. We will not assess this charge if your Contract Value is more than \$40,000 at the time the charge is assessed.
- /2/ This charge is deducted as a percentage of your assets allocated to the Separate Account.
- /3/ The Maximum Total Separate Account Annual Expenses assume that the owner elects the Enhanced Payment Benefit Option at the time of application. If the Enhanced Payment Benefit Option is not elected, the total Separate Account annual expenses would be lower.

For information concerning compensation paid for the sale of the contract, see the "Sales of the Contracts" provision of this prospectus.

The next item shows the minimum and maximum total annual operating expenses charged by the Portfolios that you may pay periodically during the time that you own the contract. These are expenses that are deducted from Portfolio assets, which may include management fees, distribution and/or service (12b-1) fees, and other expenses. More detail concerning each Portfolio's fees and expenses appears in the prospectus for each Portfolio.

<TABLE>  
<CAPTION>

Annual Portfolio Expenses/1/	Minimum	Maximum
<S>	<C>	<C>
Total Annual Portfolio Operating Expenses (before fee waivers or reimbursements)	0.40%	3.03%

</TABLE>

- /1/ Expenses are shown as a percentage of Portfolio average daily net assets as of December 31, 2004. The range of expenses above does not show the effect of any fee waiver or expense reimbursement arrangements. The advisers and/or other service providers of certain Portfolios have agreed to waive their fees and/or reimburse the Portfolios' expenses in order to keep the

Portfolios' expenses below specified limits. In some cases, these expense limitations are contractual. In other cases, these expense limitations are voluntary and may be terminated at any time. The minimum and maximum Total Annual Portfolio Operating Expenses for all the Portfolios after all fee waivers and expense reimbursements are 0.40 and 1.75%, respectively. Please see the prospectus for each Portfolio for information regarding the expenses for each Portfolio, including fee reduction and/or expense reimbursement arrangements, if applicable.

EXAMPLES

These Examples are intended to help you compare the costs of investing in the contract with the cost of investing in other variable annuity contracts. These costs include contract owner transaction expenses, contract and optional rider charges, Separate Account annual expenses and Portfolio fees and expenses.

The Examples show the dollar amount of expenses you would bear directly or indirectly if you:

- . invested \$10,000 in the contract for the time periods indicated;
- . earned a 5% annual return on your investment;
- . elected the Enhanced Payment Benefit Option; and
- . surrendered your contract at the end of the stated period.

Each Example assumes that the maximum fees and expenses of any of the Portfolios are charged. Your actual expenses may be higher or lower than those shown below. The Example does not include any taxes or tax penalties that may be assessed upon surrender of the contract.

<TABLE>  
<CAPTION>

	1 Year	3 Years	5 Years	10 Years
<S>	<C>	<C>	<C>	<C>
Costs Based on Maximum				
Annual Portfolio Expenses	\$1,213.17	\$2,110.55	\$3,009.32	\$4,947.29

</TABLE>

The next Example uses the same assumptions as the prior Example, except that it assumes you decide to annuitize your contract or that you decide not to surrender your contract at the end of the stated time period.

<TABLE>  
<CAPTION>

	1 Year	3 Years	5 Years	10 Years
<S>	<C>	<C>	<C>	<C>
Costs Based on Maximum				
Annual Portfolio Expenses	\$493.17	\$1,480.55	\$2,469.32	\$4,947.29

</TABLE>

Please remember that you are looking at Examples and not a representation of past or future expenses. Your rate of return may be higher or lower than 5%, which is not guaranteed. The Examples do not assume that any Portfolio expense waivers or fee reimbursement arrangements are in effect for the periods presented. The above Examples assume:

- . Separate Account charges of 1.65% for the mortality

and expense risk charge as well as the administrative expense charge (deducted daily at an effective annual rate of the assets in the Separate Account);

- . an annual contract charge of \$30 (assumed to be equivalent to 0.1% of the Contract Value); and
- . a charge of 0.15% for the Enhanced Payment Benefit Option (an annual rate as a percentage of your assets in the Separate Account).

If the Enhanced Payment Benefit Option is not elected, the expense figures shown above would be lower.

12

## Synopsis

What type of contract am I buying? The contract is an individual flexible premium variable deferred annuity contract. We may issue it as a contract qualified ("Qualified Contract") under the Code, or as a contract that is not qualified under the Code ("Non-Qualified Contract"). Because this contract may be used in certain tax qualified retirement plans that offer their own tax deferral benefit, you should consider purchasing a contract for a reason other than tax deferral if you are purchasing this contract as a Qualified Contract. This prospectus only provides disclosure about the contract. Certain features described in this prospectus may vary from your contract. See "The Contract" provision in this prospectus.

How does the contract work? Once we approve your application, we will issue a contract to you. During the accumulation period you can use your purchase payments to buy Accumulation Units in the Separate Account or interests in the Guarantee Account. Should you decide to receive income payments (annuitize the contract), we will convert your Accumulation Units to Annuity Units. You can choose fixed or variable income payments. If you choose variable income payments, we will base each periodic income payment upon the number of Annuity Units to which you became entitled at the time you decided to annuitize and the value of each unit on the date the payment is determined. See "The Contract" provision in this prospectus.

What is the Separate Account? The Separate Account is a segregated asset account established under New York insurance law, and registered with the SEC as a unit investment trust. We allocate the assets of the Separate Account to one or more Subaccounts in accordance with your instructions. We do not charge the assets in the Separate Account with liabilities arising out of any other business we may conduct. Amounts you allocate to the Separate Account will reflect the investment performance of the Portfolios you select. You bear the risk of investment gain or loss with respect to amounts allocated to the Separate Account. See "The Separate Account" provision in this prospectus.

What are my variable investment choices? Through its Subaccounts, the Separate Account uses your purchase payments to purchase shares, at your direction, in one or more of the Portfolios. In turn, each Portfolio holds securities consistent with its own particular investment objective. See "The Separate Account" provision in this prospectus.

What is the Guarantee Account? We offer fixed investment choices through our Guarantee Account. The Guarantee Account is part of our General Account and pays interest at declared rates we guarantee for selected periods of

time. We also guarantee the principal, after any deductions of applicable contract charges. Since the Guarantee Account is part of the General Account, we assume the risk of investment gain or loss on amounts allocated to it.

13

The Guarantee Account is not part of and does not depend on the investment performance of the Separate Account. You may transfer assets between the Guarantee Account and the Separate Account subject to certain restrictions. The Guarantee Account may not be available in all markets. See the "Transfers" and "The Guarantee Account" provisions in this prospectus.

What charges are associated with this contract? If you elect the Enhanced Payment Benefit Option, should you take a partial withdrawal or totally surrender your contract before your purchase payments have been in your contract for nine years, we will assess a surrender charge ranging from 0% to 8%, depending upon how many full years those payments have been in the contract. If you do not elect the Enhanced Payment Benefit Option, should you take a partial withdrawal or totally surrender your contract before your purchase payments have been in your contract for seven years, we will assess a surrender charge ranging from 0% to 6%, depending upon how many full years those payments have been in the contract.

For all contracts, we do not assess a surrender charge on any amounts withdrawn that represent gain. You may also partially withdraw up to the greater of 10% of purchase payments or any amount withdrawn to meet minimum distribution requirements under the Code each contract year without being assessed a surrender charge. We will deduct amounts surrendered first from any gain in the contract and then from purchase payments made. We may also waive the surrender charge in certain circumstances. See the "Surrender Charge" provision in this prospectus.

We assess charges in the aggregate at an effective annual rate of 1.45% (1.60% for contracts where either Annuitant is older than age 70 at the time the contract is issued) against the daily net asset value of the Separate Account. These charges consist of an administrative expense charge of 0.15% and a mortality and expense risk charge of 1.30% (1.50% where either Annuitant is older than age 70 at the time the contract is issued). There is also an additional charge of 0.15% against the daily net asset value of the Separate Account if the Enhanced Payment Benefit Option is elected at the time of application which would increase the total charges in the aggregate to an effective annual rate of 1.60% against the daily net asset value of the Separate Account (1.80% for contracts where either Annuitant is older than age 70 at the time the contract is issued). There is also a \$30 annual contract charge which we waive if the Contract Value is more than \$40,000 at the time the charge is assessed. We also charge for the optional rider. For a complete discussion of all charges associated with the contract, see the "Charges and Other Deductions" provision in this prospectus.

If the state in which you reside assesses a premium tax to your contract, then at the time we incur the tax (or at such other time as we may choose), we will deduct those

14

amounts from purchase payments or the Contract Value, as applicable. See the "Charges and Other Deductions" and the "Deductions for Premium Taxes" provisions in this prospectus.

There are also expenses associated with the Portfolios. These include management fees and other expenses associated with the daily operation of each Portfolio as well as 12b-1 fees, or service share fees, if applicable. See the "Fee Tables" section in this prospectus. These expenses are more fully described in the prospectus for each Portfolio.

We pay compensation to broker-dealers who sell the contracts. For a discussion of this compensation, see the "Sales of the Contracts" provision in this prospectus.

We also offer other variable annuity contracts through the Separate Account which also invest in the same Portfolios (or many of the same) of the Funds offered under the contract. These contracts have different charges that could affect the value of the Subaccounts and may offer different benefits more suitable to your needs. To obtain more information about these contracts, including a prospectus, contact your registered representative or call (800) 313-5282.

How much must I pay and how often? Subject to certain minimum and maximum payments, the amount and frequency of purchase payments are flexible. See "The Contract -- Purchase Payments" provision in this prospectus.

How will my income payments be calculated? We will pay you a monthly income beginning on the Annuity Commencement Date if any Annuitant is still living. You may also decide to take income payments under one of the optional payment plans. We will base your initial payment on the Contract Value and other factors. See the "Income Payments" provision in this prospectus.

What happens if I die before the Annuity Commencement Date? Before the Annuity Commencement Date, if an owner, joint owner or Annuitant dies while the contract is in force, we will treat the designated beneficiary as the sole owner of the contract, subject to certain distribution rules. We may pay a death benefit to the designated beneficiary(ies). See "The Death Benefit" provision in this prospectus.

May I transfer assets among Subaccounts and to and from the Guarantee Account? Yes, however, there are limitations imposed by your contract on both the number of transfers that may be made per calendar year, as well as limitations on allocations. The minimum transfer amount is currently \$100 or the entire balance in the Subaccount if the transfer will leave a balance of less than \$100. See the

15

"Transfers," "Income Payments -- Transfers After the Annuity Commencement Date" and the "Guarantee Account" provisions in this prospectus.

May I surrender the contract or take partial withdrawals? Yes, subject to contract requirements and restrictions imposed under certain retirement plans.

If you surrender the contract or take a partial withdrawal, we may assess a surrender charge as discussed above. In addition, you may be subject to income tax and, if you are younger than age 59 1/2 at the time of the surrender or partial withdrawal, a 10% IRS penalty tax. A surrender or a partial withdrawal may also be subject to

tax withholding. See the "Federal Tax Matters" provision in this prospectus. A partial withdrawal may reduce the death benefit by the proportion that the partial withdrawal (including any applicable surrender charge and premium tax) reduces your Contract Value. See "The Death Benefit" provision for more information.

Do I get a free look at this contract? Yes. You have the right to return the contract to us at our Service Center at the address listed on page 1 of this prospectus or to your registered representative, and have us cancel the contract within 10 days after its delivery (or longer if required by applicable law).

If you exercise this right, we will cancel your contract as of the date we receive your request and send you a refund computed as of that day.

If you elect the enhanced payment benefit your refund will equal one of the following amounts:

- (i) if your Contract Value has increased or stayed the same, your refund will equal your Contract Value, minus any enhanced payment amount, but plus any mortality and expense risk charges, administrative expense charges and any enhanced payment charges we deducted on or before the date we received the returned contract; or
- (ii) if your Contract Value has decreased, your refund will equal your Contract Value, minus any enhanced payment amount, but plus any mortality and expense risk charges, administrative expense charges and any enhanced payment charges we deducted on or before the date we received the returned contract.

This means that we bear any losses attributable to the enhanced payment amounts during the free look period; we will take any gains associated with the enhanced payment amounts during the free look period. We do not assess a surrender charge on your contract refund. See the "Return Privilege" provision of this prospectus.

16

If you do not elect the enhanced payment benefit, we will cancel the contract as of the day we receive your request and send you a refund equal to your Contract Value (without reduction for any surrender charges) plus any charges we have deducted from purchase payments prior to the allocation to the Separate Account (and excluding any charges the Portfolios may have deducted) on or before the date we received the returned contract.

When are my allocations effective when purchasing this contract? Within two business days after we have received all of the information necessary to process your purchase order, we will allocate your initial purchase payment directly to the Guarantee Account and/or the Subaccounts that correspond to the Portfolios you choose. See the "The Contract -- Allocation of Purchase Payments" provision in this prospectus.

What are the Federal tax implications of my investment in the contract? Generally all investment earnings under the contract are tax-deferred until withdrawn or until income payments begin. A distribution from the contract, which includes a full surrender or partial withdrawal or payment of a death benefit, will generally result in taxable income if there has been an increase in the Contract Value. In certain circumstances, a 10% IRS penalty tax may also apply. All amounts includible income with respect to the contract are taxed as ordinary income; no amounts are taxed at the special lower rates

applicable to long term capital gains and corporate dividends. See the "Federal Tax Matters" provision of this prospectus.

17

## Condensed Financial Information

The value of an Accumulation Unit is determined on the basis of changes in the per share value of the Portfolios and the assessment of Separate Account charges which may vary from contract to contract. Please refer to the Statement of Additional Information for more information on the calculation of Accumulation Unit values.

Please see the Appendix for this information.

## Investment Results

At times, the Separate Account may compare its investment results to various unmanaged indices or other variable annuities in reports to beneficial shareholders, sales literature, and advertisements. We will calculate the results on a total return basis for various periods, with annual contract charges and with or without surrender charges. Results calculated without surrender charges will be higher.

Total returns assume an initial investment of \$1,000 and include the reinvestment of all distributions of the Portfolios, the Portfolios' charges and expenses (including any 12b-1 or service share fees), and the charges associated with the contract, including the mortality and expense risk charge, the administrative expense charge, the annual contract charge, and the charge for the Enhanced Payment Benefit Option. Premium taxes are not reflected in any of the calculations, but may apply. See the Statement of Additional Information for more information.

## Financial Statements

The financial statements for the Company and the financial statements of the Separate Account are located in the Statement of Additional Information. If you would like a free copy of the Statement of Additional Information, call 1-800-313-5282 or write to our Service Center at the address listed on page 1 of this prospectus. In addition, the Statement of Additional Information is available on the SEC's website at <http://www.sec.gov>.

18

## The Company

We are a stock life insurance company that was incorporated in New York on February 23, 1988. We principally offer annuity contracts and life insurance policies. We do business in the State of New York. Our Home Office is located at 622 Third Avenue, 33rd Floor, New York, New York 10017. Our Service Center is located at 6610 West Broad Street, Richmond, Virginia, 23230. We are obligated to pay all amounts promised under the contract.

Capital Brokerage Corporation serves as principal underwriter for the contracts and is a broker/dealer registered with the SEC. GNA Corporation directly owns the stock of Capital Brokerage Corporation. GNA Corporation, Capital Brokerage Corporation, GE Financial



Assurance Holdings, Inc. and GE Investments Funds, Inc. are affiliates of the Company. Genworth Financial, Inc. directly owns GNA Corporation. Genworth Financial, Inc. is indirectly owned by General Electric Company. GE Asset Management is also indirectly owned by the General Electric Company. Therefore, the Company, Capital Brokerage Corporation and GE Asset Management are affiliated companies.

We are a charter member of the Insurance Marketplace Standards Association ("IMSA"). We may use the IMSA membership logo and language in our advertisements, as outlined in IMSA's Marketing and Graphics Guidelines. Companies that belong to IMSA subscribe to a set of ethical standards covering the various aspects of sales and service for individually sold life insurance and annuities.

19

## The Separate Account

We established the Separate Account as a separate investment account on April 1, 1996. The Separate Account may invest in mutual funds, unit investment trusts, managed separate accounts, and other portfolios. We use the Separate Account to support the contract as well as for other purposes permitted by law.

Currently, there are multiple Subaccounts of the Separate Account available under the contract. Each Subaccount invests exclusively in shares representing an interest in a separate corresponding Portfolio of the Funds.

The assets of the Separate Account belong to us. Nonetheless, we do not charge the assets in the Separate Account attributable to the contracts with liabilities arising out of any other business which we may conduct. The assets of the Separate Account will, however, be available to cover the liabilities of our General Account to the extent that the assets of the Separate Account exceed its liabilities arising under the contracts supported by it. Income and both realized and unrealized gains or losses from the assets of the Separate Account are credited to or charged against the Separate Account without regard to the income, gains, or losses arising out of any other business we may conduct.

We registered the Separate Account with the SEC as a unit investment trust under the Investment Company Act of 1940 ("1940 Act"). The Separate Account meets the definition of a separate account under the Federal securities laws. Registration with the SEC does not involve supervision of the management or investment practices or policies of the Separate Account by the SEC. You assume the full investment risk for all amounts you allocate to the Separate Account.

If permitted by law, we may deregister the Separate Account under the 1940 Act in the event registration is no longer required; manage the Separate Account under the direction of a committee; or combine the Separate Account with one of our other separate accounts. Further, to the extent permitted by applicable law, we may transfer the assets of the Separate Account to another separate account.

## THE PORTFOLIOS

There is a separate Subaccount which corresponds to each Portfolio of a Fund offered in this contract. You decide the Subaccounts to which you allocate purchase payments. There are limitations on the number of transfers that may be made in a calendar. See the "Transfers" provision for additional information.

Each Fund is registered with the SEC as an open-end management investment company under the 1940 Act. The assets of each Portfolio are separate from other portfolios and each Portfolio has separate investment objectives and policies. As a result, each Portfolio operates as a separate Portfolio and the investment performance of one Portfolio has no effect on the investment performance of any other Portfolio.

Before choosing a Subaccount to allocate your purchase payments and assets, carefully read the prospectus for each Portfolio, along with this prospectus. We summarize the investment objectives of each Portfolio below. There is no assurance that any Portfolio will meet its objective. We do not guarantee any minimum value for the amounts allocated to the Separate Account. You bear the investment risk of investing in the Subaccounts.

The investment objectives and policies of certain Portfolios are similar to the investment objectives and policies of other portfolios that may be managed by the same investment adviser or manager. The investment results of the Portfolios, however, may be higher or lower than the results of such other portfolios. There can be no assurance, and no representation is made, that the investment results of any of the Portfolios will be comparable to the investment results of any other portfolio, even if the other portfolio has the same investment adviser or manager, or if the other portfolio has a similar name.

SUBACCOUNTS

You may allocate purchase payments in up to 20 Subaccounts of the Portfolios listed below in addition to the Guarantee Account at any one time.

<TABLE>  
<CAPTION>

	Subaccount Investing In	Investment Objective	Adviser (and Sub-Adviser(s), as applicable)
<C> AIM VARIABLE INSURANCE FUNDS	<C> AIM V.I. Basic Value Fund -- Series II shares	<S> Seeks to provide long-term growth of capital.	<C> A I M Advisors, Inc.
	AIM V.I. Capital Appreciation Fund -- Series I shares	Seeks to provide growth of capital.	A I M Advisors, Inc.
	AIM V.I. Growth Fund -- Series I shares	Seeks growth of capital.	A I M Advisors, Inc.
	AIM V.I. International Growth Fund -- Series II shares	Seeks to provide long-term growth of capital.	A I M Advisors, Inc.
	AIM V.I. Premier Equity Fund -- Series I shares	Seeks to achieve long-term growth of capital. Income is a secondary objective.	A I M Advisors, Inc.
ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC.	AllianceBernstein Global Technology Portfolio -- Class B (formerly, AllianceBernstein Technology Portfolio)	Seeks growth of capital. Current income is incidental to the portfolio's objective.	Alliance Capital Management, L.P.
	AllianceBernstein Growth and Income Portfolio -- Class B	Seeks reasonable current income and reasonable opportunity for appreciation through investments primarily in dividend- paying common stocks of good quality.	Alliance Capital Management, L.P.
	AllianceBernstein International Value Portfolio -- Class B	Seeks long-term growth of capital.	Alliance Capital Management, L.P.

<TABLE>  
<CAPTION>

	Subaccount Investing In	Investment Objective	Adviser (and Sub-Adviser(s), as applicable)
<C>	<C> AllianceBernstein Large Cap Growth Portfolio -- Class B (formerly, AllianceBernstein Premier Growth Portfolio)	<S> Seeks growth of capital by pursuing aggressive investment policies.	<C> Alliance Capital Management, L.P.
	AllianceBernstein Small Cap Growth Portfolio -- Class B	Seeks growth of capital by pursuing aggressive investment policies. Current income is incidental to the portfolio's objective.	Alliance Capital Management, L.P.
AMERICAN CENTURY VARIABLE PORTFOLIOS II, INC.	VP Inflation Protection Fund -- Class II	Pursues long-term total return using a strategy that seeks to protect against U.S. inflation.	American Century Investment Management, Inc.
DREYFUS	The Dreyfus Socially Responsible Growth Fund, Inc. -- Initial Shares	Seeks capital growth, with current income as a secondary objective.	The Dreyfus Corporation
EATON VANCE VARIABLE TRUST	VT Floating-Rate Income Fund	Seeks high current income.	Eaton Vance Management
	VT Worldwide Health Sciences Fund	Seeks long-term capital growth by investing in a worldwide and diversified portfolio of health science companies.	OrbiMed Advisors, LLC.
EVERGREEN VARIABLE ANNUITY TRUST	Evergreen VA Omega Fund -- Class 2	Seeks long-term capital growth.	Evergreen Investment Management Company, LLC
FEDERATED INSURANCE SERIES	Federated High Income Bond Fund II -- Service Class	Seeks high current income by investing in lower-rated corporate debt obligations, commonly referred to as "junk bonds."	Federated Investment Management Company
	Federated Kaufmann Fund II -- Service Shares	Seeks capital appreciation.	Federated Investment Management Company of Pennsylvania (subadvised by Federated Global Investment Management Corp.)
FIDELITY (R) VARIABLE INSURANCE PRODUCTS FUND	VIP Asset Manager/SM/ Portfolio -- Service Class 2	Seeks to obtain high total return with reduced risk over the long-term by allocating its assets among stocks, bonds, and short-term instruments.	Fidelity Management & Research Company (subadvised by Fidelity Management & Research (U.K.) Inc., Fidelity Management & Research (Far East) Inc. and Fidelity Investments Japan Limited, Fidelity Investments Money Management Inc. and FMR Co., Inc.)
	VIP Contrafund(R) Portfolio -- Service Class 2	Seeks long-term capital appreciation.	Fidelity Management & Research Company (subadvised by Fidelity Management & Research (U.K.) Inc., Fidelity Management & Research (Far East) Inc., Fidelity Investments Japan Limited and FMR Co., Inc.)

<TABLE>  
<CAPTION>

Subaccount Investing In	Investment Objective	Adviser (and Sub-Adviser(s), as applicable)
<C> VIP Dynamic Capital Appreciation Portfolio -- Service Class 2	<S> Seeks capital appreciation.	<C> Fidelity Management & Research Company (subadvised by Fidelity Management & Research (U.K.) Inc., Fidelity Management & Research (Far East) Inc., Fidelity Investments Japan Limited and FMR Co., Inc.)
VIP Equity-Income Portfolio -- Service Class 2	Seeks reasonable income by investing primarily in income-producing equity securities. In choosing these securities, the fund will also consider the potential for capital appreciation. The fund's goal is to achieve a yield which exceeds the composite yield on the securities comprising the Standard & Poor's 500/SM/ Index (S&P 500(R))	Fidelity Management & Research Company (subadvised by FMR Co., Inc.)
VIP Growth Portfolio -- Service Class 2	Seeks to achieve capital appreciation.	Fidelity Management & Research Company (subadvised by FMR Co., Inc.)
VIP Growth & Income Portfolio -- Service Class 2	Seeks high total return through a combination of current income and capital appreciation.	Fidelity Management & Research Company (subadvised by Fidelity Management & Research (U.K.) Inc., Fidelity Management & Research (Far East) Inc., Fidelity Investments Japan Limited and FMR Co., Inc.)
VIP Mid Cap Portfolio -- Service Class 2	Seeks long-term growth of capital.	Fidelity Management & Research Company (subadvised by Fidelity Management & Research (U.K.), Inc. and Fidelity Management & Research Far East Inc.)
VIP Value Strategies Portfolio -- Service Class 2	Seeks capital appreciation.	Fidelity Management & Research Company (subadvised by FMR Co., Inc.)
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST Franklin Income Securities Fund -- Class 2 Shares	Seeks to maximize income while maintaining prospects for capital appreciation.	Franklin Advisers, Inc.
GE INVESTMENTS FUNDS, INC. Income Fund	Seeks maximum income consistent with prudent investment management and the preservation of capital.	GE Asset Management Incorporated
Mid-Cap Fund (formerly, Mid-Cap Value Equity Fund)	Seeks long-term growth of capital and future income.	GE Asset Management Incorporated

<TABLE>  
<CAPTION>

	Subaccount Investing In	Investment Objective	Adviser (and Sub-Adviser(s), as applicable)
<C>	<C> Money Market Fund	<S> Seeks a high level of current income consistent with the preservation of capital and the maintenance of liquidity.	<C> GE Asset Management Incorporated
	Premier Growth Equity Fund	Seeks long-term growth of capital and future income rather than current income.	GE Asset Management Incorporated
	Real Estate Securities Fund	Seeks maximum total return through current income and capital appreciation.	GE Asset Management Incorporated (subadvised by Seneca Capital Management)
	S&P 500(R) Index Fund/1/	Seeks growth of capital and accumulation of income that corresponds to the investment return of S&P's 500 Composite Stock Index.	GE Asset Management Incorporated (subadvised by SSgA Funds Management, Inc.)
	Small-Cap Value Equity Fund	Seeks long-term growth of capital.	GE Asset Management Incorporated (subadvised by Palisade Capital Management, L.L.C.)
	Total Return Fund	Seeks the highest total return composed of current income and capital appreciation, as is consistent with prudent investment risk.	GE Asset Management Incorporated
	U.S. Equity Fund	Seeks long-term growth of capital.	GE Asset Management Incorporated
	Value Equity Fund	Seeks long-term growth of capital and future income.	GE Asset Management Incorporated
GOLDMAN SACHS VARIABLE INSURANCE TRUST	Goldman Sachs Mid Cap Value Fund	Seeks long-term capital appreciation.	Goldman Sachs Asset Management, L.P.
GREENWICH STREET SERIES FUND	Salomon Brothers Variable Aggressive Growth Fund -- Class II	Seeks capital appreciation.	Salomon Brothers Asset Management Inc.
JANUS ASPEN SERIES	Balanced Portfolio -- Service Shares	Seeks long-term capital growth consistent with preservation of capital and balanced by current income.	Janus Capital Management LLC
	Forty Portfolio -- Service Shares (formerly, Capital Appreciation Portfolio)	Seeks long-term growth of capital.	Janus Capital Management LLC
	Global Life Sciences Portfolio -- Service Shares	Seeks long-term growth of capital.	Janus Capital Management LLC

&lt;/TABLE&gt;

/1/ "Standard & Poor's," "S&P," and "S&P 500" are trademarks of the McGraw-Hill Companies, Inc. and have been licensed for use by GE Asset Management Incorporated. The S&P 500(R) Index Fund is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation or

warranty, express or implied, regarding the advisability of investing in this portfolio or the contract.

<TABLE>  
<CAPTION>

	Subaccount Investing In	Investment Objective	Adviser (and Sub-Adviser(s), as applicable)
<C>	<C> Global Technology Portfolio -- Service Shares	<S> A non-diversified/1/ portfolio that seeks long-term growth of capital.	<C> Janus Capital Management LLC
	Large Cap Growth Portfolio -- Service Shares (formerly Growth Portfolio)	Seeks long-term growth of capital in a manner consistent with preservation of capital.	Janus Capital Management LLC
	Mid Cap Growth Portfolio -- Service Shares	Seeks long-term growth of capital.	Janus Capital Management LLC
	Worldwide Growth Portfolio -- Service Shares	Seeks long-term growth of capital in a manner consistent with preservation of capital.	Janus Capital Management LLC
MERRILL LYNCH VARIABLE SERIES FUNDS, INC.	Merrill Lynch Basic Value V.I. Fund -- Class III Shares	Seeks capital appreciation, and secondarily, income.	Merrill Lynch Investment Managers, L.P.
	Merrill Lynch Global Allocation V.I. Fund -- Class III Shares	Seeks high total investment return.	Merrill Lynch Investment Managers, L.P.
	Merrill Lynch Large Cap Growth V.I. Fund -- Class III Shares	Seeks long-term capital growth.	Merrill Lynch Investment Managers, L.P.
	Merrill Lynch Value Opportunities V.I. Fund -- Class III Shares (formerly, Merrill Lynch Small Cap Value V.I. Fund)	Seeks long-term growth of capital.	Merrill Lynch Investment Managers, L.P.
MFS (R) VARIABLE INSURANCE TRUST	MFS (R) Investors Growth Stock Series -- Service Class Shares	Seeks long-term growth of capital and future income rather than current income.	Massachusetts Financial Services Company
	MFS (R) Investors Trust Series -- Service Class Shares	Seeks long-term growth of capital and secondarily reasonable current income.	Massachusetts Financial Services Company
	MFS (R) New Discovery Series -- Service Class Shares	Seeks capital appreciation.	Massachusetts Financial Services Company
	MFS (R) Total Return Series -- Service Class Shares	Seeks above average income. Reasonable opportunity for growth of capital and income is a secondary objective.	Massachusetts Financial Services Company
	MFS (R) Utilities Series -- Service Class Shares	Seeks capital growth and current income.	Massachusetts Financial Services Company
NATIONS SEPARATE ACCOUNT TRUST	Nations Marsico Growth Portfolio	Seeks long-term growth of capital.	Banc of America Capital Management, LLC (subadvised by Marsico Capital)
	Nations Marsico International Opportunities Portfolio	Seeks long-term growth of capital.	Banc of America Capital Management, LLC (subadvised by Marsico Capital)

</TABLE>

/1/ A non-diversified portfolio is a portfolio that may hold a larger position in a smaller number of securities than a diversified portfolio. This means that a single security's increase or decrease in value may have a greater impact on the return and net asset value of a non-diversified portfolio than a diversified portfolio.

25

<TABLE>  
<CAPTION>

	Subaccount Investing In	Investment Objective	Adviser (and Sub-Adviser(s), as applicable)
<C> OPPENHEIMER VARIABLE ACCOUNT FUNDS	<C> Oppenheimer Aggressive Growth Fund/VA -- Service Shares	<S> Seeks capital appreciation by investing in "growth type" companies.	<C> OppenheimerFunds, Inc.
	Oppenheimer Balanced Fund/VA -- Service Shares	Seeks a high total investment return, which includes current income and capital appreciation in the value of its shares.	OppenheimerFunds, Inc.
	Oppenheimer Capital Appreciation Fund/VA -- Service Shares	Seeks capital appreciation by investing in securities of well-known established companies.	OppenheimerFunds, Inc.
	Oppenheimer Global Securities Fund/VA -- Service Shares	Seeks long-term capital appreciation by investing a substantial portion of its assets in securities of foreign issuers, "growth-type" companies, cyclical industries and special situations that are considered to have appreciation possibilities.	OppenheimerFunds, Inc.
	Oppenheimer Main Street Fund/VA -- Service Shares	Seeks high total return (which includes growth in the value of its shares as well as current income) from equity and debt securities.	OppenheimerFunds, Inc.
	Oppenheimer Main Street Small Cap Fund/VA -- Service Shares	Seeks capital appreciation.	OppenheimerFunds, Inc.
PIMCO VARIABLE INSURANCE TRUST	All Asset Portfolio -- Advisor Class Shares	Seeks maximum real return consistent with preservation of real capital and prudent investment management.	Pacific Investment Management Company LLC
	Foreign Bond Portfolio (U.S.	Seeks maximum total	Pacific Investment

Dollar Hedged) -- Administrative Class Shares	return consistent with the preservation of capital.	Management Company LLC
High Yield Portfolio -- Administrative Class Shares	Seeks maximum total return, consistent with preservation of capital and prudent investment management. Invests at least 80% of its assets in a diversified portfolio of high yield securities ("junk bonds") rated below investment grade but rated at least Caa by Moody's or CCC by S&P, or, if unrated, determined by PIMCO to be of comparable quality, subject to a maximum of 5% of total assets in securities rated Caa by Moody's or CCC by S&P, or, if unrated, determined by PIMCO to be of comparable quality.	Pacific Investment Management Company LLC
Long-Term U.S. Government Portfolio -- Administrative Class Shares	Seeks to maximize total return, consistent with preservation of capital and prudent investment management.	Pacific Investment Management Company LLC
Low Duration Portfolio -- Administrative Class Shares	Seeks maximum total return, consistent with preservation of capital and prudent investment management.	Pacific Investment Management Company
Total Return Portfolio -- Administrative Class Shares	Seeks to maximize total return, consistent with preservation of capital and prudent investment management.	Pacific Investment Management Company LLC

</TABLE>

<TABLE>  
<CAPTION>

Subaccount Investing In	Investment Objective	Adviser (and Sub-Adviser(s), as applicable)
<C> THE PRUDENTIAL SERIES FUND, INC.	<S> Seeks long-term growth of capital.	<C> Prudential Management, LLC (subadivsed by Jennison Associates LLC)
Jennison 20/20 Focus Portfolio -- Class II	Seeks long-term growth of capital.	Prudential Management, LLC (subadivsed by Jennison Associates LLC)



	Natural Resources Portfolio -- Class II	Seeks long-term growth of capital.	Prudential Investments LLC (subadvised by Jennison Associates LLC)
RYDEX VARIABLE TRUST	OTC Fund/1/	Seeks to provide investment results that correspond to a benchmark for over-the-counter securities. The fund's current benchmark is the NASDAQ 100 Index(TM). The NASDAQ 100 Index(TM) contains the 100 largest non-financial, non-utilities stocks in the NASDAQ Composite.	Rydex Investments
SALOMON BROTHERS VARIABLE SERIES FUNDS INC	Salomon Brothers Variable All Cap Fund -- Class II	Seeks capital appreciation through investment in securities which the managers believe have above-average capital appreciation potential.	Salomon Brothers Asset Management Inc
	Salomon Brothers Variable Total Return Fund -- Class II	Seeks to obtain above-average income (compared to a portfolio entirely securities). The portfolio's secondary objective is to take advantage of opportunities to achieve growth of capital and income.	Salomon Brothers Asset Management Inc
VAN KAMPEN LIFE INVESTMENT TRUST	Comstock Portfolio -- Class II Shares	Seeks capital growth and income.	Van Kampen Asset Management Inc.
	Emerging Growth Portfolio -- Class II Shares	Seeks capital appreciation.	Van Kampen Asset Management Inc.

</TABLE>

/1/ The NASDAQ 100 Index(TM) is an unmanaged index that is a widely recognized indicator of OTC Market performance.

The following Portfolio is not available for new purchase payments or transfers on or after November 15, 2004:

<TABLE>  
<CAPTION>

Subaccount	Investment Objective	Adviser (and Sub-Adviser(s), as applicable)
<C>	<S>	<C>
JANUS ASPEN SERIES International Growth Portfolio -- Service Shares	Seeks long-term growth of capital.	Janus Capital Management LLC

</TABLE>

Not all of these Portfolios may be available in all markets.

We will purchase shares of the Portfolios at net asset value and direct them to the appropriate Subaccounts. We will redeem sufficient shares of the appropriate Portfolios at net asset value to pay death benefits,

surrender proceeds, partial withdrawals, to make income payments, or for other purposes described in the contract. We automatically reinvest all dividend and capital gain distributions of the Portfolios in

27

shares of the distributing Portfolios at their net asset value on the date of distribution. In other words, we do not pay Portfolio dividends or Portfolio distributions out to owners as additional units, but instead reflect them in unit values.

Shares of the Portfolios are not sold directly to the general public. They are sold to us, and they may also be sold to other insurance companies that issue variable annuity contracts and variable life insurance policies. In addition, they may be sold to retirement plans.

When a Fund sells shares in any of its Portfolios both to variable annuity and to variable life insurance separate accounts, it engages in mixed funding. When a Fund sells shares in any of its Portfolios to separate accounts of unaffiliated life insurance companies, it engages in shared funding.

Each Fund may engage in mixed and shared funding. Therefore, due to differences in redemption rates or tax treatment, or other considerations, the interests of various shareholders participating in a Fund could conflict. A Fund's Board of Directors will monitor for the existence of any material conflicts, and determine what action, if any, should be taken. See the prospectuses for the Portfolios for additional information.

We reserve the right, within the law, to make additions, deletions and substitutions for the Portfolios of the Funds. We may substitute shares of other portfolios for shares already purchased, or to be purchased in the future, under the contract. This substitution might occur if shares of a Portfolio should no longer be available, or if investment in any Portfolio's shares should become inappropriate, in the judgment of our management, for the purposes of the contract. The new Portfolios may have higher fees and charges than the ones they replaced. No substitution or deletion will be made without prior notice to you and before approval of the SEC, in accordance with the 1940 Act.

We also reserve the right to establish additional Subaccounts, each of which would invest in a separate Portfolio of a Fund, or in shares of another investment company, with a specified investment objective. We may also eliminate one or more Subaccounts if, in our sole discretion, marketing, tax, or investment conditions warrant. We will not eliminate a Subaccount without prior notice to you and before approval of the SEC. Not all Subaccounts may be available to all classes of contracts.

There are a number of factors that are considered when deciding what Portfolios are made available in your variable annuity contract. Such factors include:

- 1) the investment objective of the Portfolio;
- 2) the Portfolio's performance history;

28

3) the Portfolio's holdings and strategies it uses to try and meet its objectives; and

4) the Portfolio's servicing agreement.

The investment objective is critical because we want to have an array of Portfolios with diverse objectives so that an investor may diversify his or her investment holdings from a conservative to an aggressive investment portfolio depending on the advice of his or her investment adviser and risk assessment. When selecting a Portfolio for our products, we also want to make sure that the Portfolio has a strong performance history in comparison with its peers and that its holdings and strategies are consistent with its objectives. Finally, it is important for us to be able to provide you with a wide array of the services that facilitate your investment program relating to your allocation in Subaccounts that invest in the underlying Portfolios.

We have entered into agreements with either the investment adviser or distributor of each of the Funds under which the adviser or distributor pays us a fee for administrative and other services we provide relating to the Portfolios. Such administrative services we provide include, but are not limited to: accounting transactions for variable owners and then providing one daily purchase and sale order on behalf of each Portfolio; providing copies of Portfolio prospectuses, Statements of Additional Information and any supplements thereto; mailing proxy voting information, gathering the information and providing vote totals to the Portfolio on behalf of our owners; and providing customer service on behalf of the Portfolios. The fees are based upon a percentage of the average annual aggregate net amount we have invested in the Portfolio on behalf of the Separate Account and other separate accounts funding certain variable insurance contracts that we and our affiliates issue. These percentages differ, and some investment advisers or distributors pay us a greater percentage than other advisers or distributors based on the level of administrative and other services provided. The amount received from the adviser and/or the distributor for the assets allocated to the Portfolios from GE Life & Annuity Separate Account 4 during 2004 ranged from 0.10% to 0.35%. Payment of these amounts is not an additional charge to you by the Funds or by us, but comes from the Fund's investment adviser or distributor.

In addition to the asset-based payments for administrative and other services described above, the investment adviser or the distributor of the Fund may also pay us, or our affiliate Capital Brokerage Corporation, to participate in periodic sales meetings, for expenses relating to the production of promotional sales literature and for other expenses or services. The amount paid to us, or our affiliate Capital Brokerage Corporation, may be significant. Payments to participate in sales meetings may provide a

29

Fund's investment adviser or distributor with greater access to our internal and external wholesalers to provide training, marketing support and educational presentations.

In consideration of services provided and expenses incurred by Capital Brokerage Corporation in distributing shares of the Funds, Capital Brokerage Corporation also receives 12b-1 fees from AIM Variable Insurance Funds, AllianceBernstein Variable Products Series Fund, Inc., American Century Variable Portfolios II, Inc., Evergreen Variable Annuity Trust, Federated Insurance Series, Fidelity Variable Insurance Products Fund, Franklin

Templeton Variable Insurance Products Trust, Greenwich Street Series Fund, Janus Aspen Series, Merrill Lynch Variable Series Funds, Inc., MFS(R) Variable Insurance Trust, Oppenheimer Variable Account Funds, PIMCO Variable Insurance Trust, The Prudential Series Fund, Inc., Salomon Brothers Variable Series Funds Inc, and Van Kampen Life Investment Trust. See the "Fee Tables -- Total Annual Portfolio Operating Expenses" section of this prospectus and the Fund prospectuses. These payments range up to 0.25% of Separate Account assets invested in the particular Portfolio.

#### VOTING RIGHTS

As required by law, we will vote the shares of the Portfolios held in the Separate Account at special shareholder meetings based on instructions from you. However, if the law changes and we are permitted to vote in our own right, we may elect to do so.

Whenever a Fund calls a shareholder meeting, owners with voting interests in a Portfolio will be notified of issues requiring the shareholders' vote as soon as possible before the shareholder meeting. Each person having a voting interest in the Portfolio will receive proxy voting materials, reports, other materials, and a form with which to give us voting instructions.

We will determine the number of votes which you have the right to cast by applying your percentage interest in a Subaccount to the total number of votes attributable to the Subaccount. In determining the number of votes, we will recognize fractional shares.

We will vote Portfolio shares for which no instructions are received (or instructions are not received timely) in the same proportion to those that are received. We will apply voting instructions to abstain on any item to be voted on a pro-rata basis to reduce the number of votes eligible to be cast.

30

#### The Guarantee Account

Amounts in the Guarantee Account are held in, and are part of, our General Account. The General Account consists of our assets other than those allocated to this and other Separate Accounts. Subject to statutory authority, we have sole discretion over the investment of assets of the General Account. The assets of the General Account are chargeable with liabilities arising out of any business we may conduct.

Due to certain exemptive and exclusionary provisions of the Federal securities laws, we have not registered interests in the Guarantee Account under the Securities Act of 1933 (the "1933 Act"), and we have not registered either the Guarantee Account or our General Account as an investment company under the 1940 Act. Accordingly, neither our Guarantee Account nor our General Account is generally subject to regulation under the 1933 Act and the 1940 Act. Disclosures relating to the interests in the Guarantee Account and the General Account may, however, be subject to certain generally applicable provisions of the Federal securities laws relating to the accuracy of statements made in a registration statement. The Guarantee Account may not be available in all markets.

Generally, you may allocate your purchase payments and/or transfer assets to the Guarantee Account. For contracts issued on or after the later of September 2, 2003, or the date on which New York state insurance authorities approve applicable contract modifications, we may limit the amount that may be allocated to the Guarantee Account to no more than 25% of your Contract Value, as determined at the time of allocation. In addition, where permitted

by state law, we will refuse new purchase payments or transfers into the Guarantee Account when your assets in the Guarantee Account are equal to or greater than 25% of your Contract Value at the time of allocation. We generally exercise our right to limit or refuse allocations to the Guarantee Account when interest rate periods are low for prolonged periods of time. Amounts allocated to the Guarantee Account are credited interest (as described below). Assets in the Guarantee Account are subject to some, but not all, of the charges we assess in connection with your contract. See the "Charges and Other Deductions" provision in this prospectus.

Each time you allocate purchase payments or transfer assets to the Guarantee Account, we establish an interest rate guarantee period. For each interest rate guarantee period, we guarantee an interest rate for a specified period of time. At the end of an interest rate guarantee period, a new interest rate will become effective, and a new interest rate guarantee period will commence for the remaining portion of that particular allocation.

We determine the interest rates at our sole discretion. The determination made will be influenced by, but not necessarily correspond to, interest rates available on fixed

31

income investments which we may acquire with the amounts we receive as purchase payments or transfers of assets under the contracts. You will have no direct or indirect interest in these investments. We also will consider other factors in determining interest rates for a guarantee period including, but not limited to, regulatory and tax requirements, sales commissions, and administrative expenses borne by us, general economic trends, and competitive factors. Amounts you allocate to the Guarantee Account will not share in the investment performance of our General Account. We cannot predict or guarantee the level of interest rates in future guarantee periods. However, the interest rates for any interest rate guarantee period will be at least the guaranteed interest rate shown in your contract.

We will notify you in writing at least 5 days prior to the expiration date of any interest rate guarantee period about the then currently available interest rate guarantee periods and the guaranteed interest rates applicable to such interest rate guarantee periods. A new one year interest rate guarantee period will commence automatically unless we receive written notice prior to the end of the 30 day period following the expiration of the interest rate guarantee period ("30 day window") of your election of a different interest rate guarantee period from among those being offered by us at that time, or instructions to transfer all or a portion of the remaining amount to one or more Subaccounts, subject to certain restrictions. See the "Transfers" provision in this prospectus for more information. During the 30 day window, the allocation will accrue interest at the new interest rate guarantee period's interest rate.

To the extent permitted by law, we reserve the right at any time to offer interest rate guarantee periods that differ from those available when we issued the contract, and to credit a higher rate of interest on purchase payments allocated to the Guarantee Account participating in a Dollar Cost Averaging program that would otherwise be credited if not participating in a Dollar Cost Averaging program. See the "Dollar Cost Averaging Program" provision. Such a program may not be available to all contracts. We also reserve the right, at any time, to stop accepting purchase payments or transfers of assets to a particular interest rate guarantee period.

Since the specific interest rate guarantee periods available may change periodically, please contact our Service Center at the address listed on page 1 of the prospectus to determine the interest rate guarantee periods currently being offered.

32

#### Charges and Other Deductions

We sell the contracts through registered representatives of broker-dealers. These registered representatives are also appointed and licensed as insurance agents of the Company. We pay commissions to the broker-dealers for selling the contracts. We intend to recover commissions, marketing, administrative and other expenses and cost of contract benefits through fees and charges imposed under the contracts. See the "Sales of the Contracts" provision in this prospectus for more information.

All of the charges described in this section apply to assets allocated to the Separate Account. Assets in the Guarantee Account are subject to all of the charges described in this section except for the mortality and expense risk charge, the administrative expense charge, and the Enhanced Payment Benefit Option, if elected.

We will deduct the charges described below to cover our costs and expenses, services provided, and risks assumed under the contracts. We incur certain costs and expenses for the distribution and administration of the contracts and for providing the benefits payable thereunder. Our administrative services include:

- . processing applications for and issuing the contracts;
- . maintaining records;
- . administering income payments;
- . furnishing accounting and valuation services (including the calculation and monitoring of daily Subaccount values);
- . reconciling and depositing cash receipts;
- . providing contract confirmations and periodic statements;
- . providing toll-free inquiry services; and
- . furnishing telephone and internet transaction services.

The risks we assume include:

- . the risk that the death benefit will be greater than the Surrender Value;
- . the risk that the actual life-span of persons receiving income payments under the contract will exceed the assumptions reflected in our guaranteed rates (these rates are incorporated in the contract and cannot be changed);
- . the risk that more owners than expected will qualify for waivers of the surrender charges;

33

- . the risk that the bonus paid, if the Enhanced Payment Benefit Option is elected, will be greater than the revenues from the contract charges (which cannot be changed by us); and
- . the risk that our costs in providing the services will exceed our revenues from contract charges (which cannot be changed by us).

The amount of a charge may not necessarily correspond to the costs associated with providing the services or benefits indicated by the designation of the charge. For example, the surrender charge we collect may not fully cover all of the sales and distribution expenses we actually incur. We also may realize a profit on one or more of the charges. We may use any such profits for any corporate purpose, including the payment of sales expenses.

TRANSACTION  
EXPENSES

SURRENDER CHARGE

We assess a surrender charge on partial withdrawals and surrenders of purchase payments, unless you meet an available exception as described below. You pay this charge to compensate us for the losses we experience on contract distribution costs.

We calculate the surrender charge separately for each purchase payment. For purposes of calculating this charge, we assume that you withdraw purchase payments on a first-in, first-out basis. We deduct the surrender charge proportionately from the Subaccounts. However, if there are insufficient assets in the Separate Account, we will deduct the charge proportionately from all assets in the Guarantee Account. The charge will be taken first from any six year interest rate guarantee periods to which you have allocated purchase payment and then from the one year interest rate guarantee periods on a first-in, first-out basis.

The surrender charge, if you elect the Enhanced Payment Benefit Option, is as follows:

<TABLE>

<CAPTION>

Number of Full and Partially Completed Years Since We Received the Purchase Payment	Surrender Charge as a Percentage of the Surrendered or Withdrawn Purchase Payment
1	8%
2	8%
3	7%
4	7%
5	6%
6	5%
7	4%
8	2%
9 or more	0%

</TABLE>

The surrender charge if you do not elect the Enhanced Payment Benefit Option is as follows:

<TABLE>

<CAPTION>

Number of Full and Partially Completed Years Since We Received the Purchase Payment	Surrender Charge as a Percentage of the Surrendered or Withdrawn Purchase Payment
---	---

<S>	<C>
1	6%
2	6%
3	6%
4	6%
5	5%
6	4%
7 or more	0%

</TABLE>

We do not assess the surrender charge:

- . on amounts of Contract Value representing gain (as defined below);
- . on free withdrawal amounts (as defined below);
- . on surrenders or partial withdrawals taken under Optional Payment Plan 1, Optional Payment Plan 2 (for a period of 5 or more years), or Optional Payment Plan 5; or
- . if a waiver of surrender charge provision applies.

You may withdraw any gain in your contract free of any surrender charge. We calculate gain in the contract as: (a) plus (b) minus (c) minus (d), but not less than zero where:

- (a) is the Contract Value on the Valuation Day we receive your partial withdrawal or surrender request;
- (b) is the total of any withdrawals including surrender charges previously taken;
- (c) is the total of purchase payments made; and
- (d) is the total of any gain previously withdrawn.

In addition to any gain, you may withdraw an amount equal to the greater of 10% of your total purchase payments or any amount withdrawn to meet minimum distribution requirements under the Code each contract year without a surrender charge (the "free withdrawal amount"). We will deduct amounts surrendered first from any gain in the contract and then from purchase payments made. The free withdrawal amount is not cumulative from contract year to contract year.

35

Further, we will waive the surrender charge if you annuitize the contract under Optional Payment Plan 1 (Life Income with Period Certain), Optional Payment Plan 2 (Income for a Fixed Period) provided that you select a fixed period of 5 years or more, or Optional Payment Plan 5 (Joint Life and Survivor Income). See the "Optional Payment Plans" provision.

DEDUCTIONS FROM THE SEPARATE ACCOUNT

We deduct from the Separate Account an amount, computed daily, equal to an annual rate of 1.45% (1.65% when either Annuitant is older than age 70 when the contract is issued) of the daily net assets of the Separate Account. The charge consists of an administrative expense charge at an effective annual rate of 0.15% and a mortality and expense risk charge at an effective annual rate of 1.30% (1.50% when either Annuitant is older than age 70 when the contract is issued). These deductions from the Separate Account are reflected in your Contract Value.



If you elect the Enhanced Payment Benefit Option, we deduct from the Separate Account an amount, computed daily, equal to an annual rate of 1.60% of the daily net assets of the Separate Account (1.80% of the daily net assets of the Separate Account when either Annuitant is older than age 70 when the contract is issued). The charge consists of an administrative expense charge at an effective annual rate of 0.15% and a mortality and expense risk charge at an effective annual rate of 1.30%, as well as a charge at an effective annual rate of 0.15% for the Enhanced Payment Benefit Option.

#### OTHER CHARGES

##### ANNUAL CONTRACT CHARGE

We will deduct an annual contract charge of \$30 from your Contract Value to compensate us for certain administrative expenses incurred in connection with the contract. We will deduct the charge at each contract anniversary and at surrender. We will waive this charge if your Contract Value at the time of deduction is more than \$40,000.

We will allocate the annual contract charge among the Subaccounts in the same proportion that your assets in each Subaccount bear to your total assets in the Separate Account at the time the charge is taken. If there are insufficient assets allocated to the Separate Account, we will deduct any remaining portion of the charge from the Guarantee Account proportionately from all assets in the Guarantee Account.

##### CHARGE FOR ENHANCED PAYMENT BENEFIT OPTION

We charge for the Enhanced Payment Benefit Option. We deduct the charge for the Enhanced Payment Benefit Option at an effective annual rate of 0.15% of your daily net asset value in the Separate Account. We will allocate the charge for the Enhanced Payment Benefit Option among the Subaccounts in the same proportion that your

36

assets in each Subaccount bear to your total assets in the Separate Account at the time we take the charge.

##### DEDUCTIONS FOR PREMIUM TAXES

We will deduct charges for any premium tax or other tax levied by any governmental entity from purchase payments or the Contract Value when the premium tax is incurred or when we pay proceeds under the contract (proceeds include surrenders, partial withdrawals, income payments and death benefit payments).

The applicable premium tax rates that states and other governmental entities impose on the purchase of an annuity are subject to change by legislation, by administrative interpretation or by judicial action. These premium taxes generally depend upon the law of your state of residence. The tax generally ranges from 0.0% to 3.5%.

##### OTHER CHARGES AND DEDUCTIONS

Each Portfolio incurs certain fees and expenses. To pay for these expenses, the Portfolio makes deductions from its assets. The deductions are described more fully in each Portfolio's prospectus.

In addition, we reserve the right to impose a charge of up to \$10 per transfer. This charge is at our cost with no profit to us.

37

The contract is an individual flexible premium variable deferred annuity contract. We describe your rights and benefits below and in the contract. There may be differences in your contract (such as differences in fees, charges, and benefits). We will include any such differences in your contract.

PURCHASE OF  
THE CONTRACT

If you wish to purchase a contract, you must apply for it through an authorized sales representative. The sales representative will send your completed application to us, and we will decide whether to accept or reject it. If we accept your application, our legally authorized officers prepare and execute a contract. We then send the contract to you through your sales representative. See the "Sales of the Contracts" provision in this prospectus.

If we receive a completed application and all other information necessary for processing a purchase order, we will apply your initial purchase payment no later than two business days after we receive the order. While attempting to finish an incomplete application, we may hold your initial purchase payment for no more than five business days. If the incomplete application cannot be completed within those five days, we will inform you of the reasons, and will return your purchase payment immediately, unless you specifically authorize us to keep it until the application is complete. Once you complete your application, we must apply the initial purchase payment within two business days. We will apply any additional purchase payments you make on the Valuation Day we receive them at our Service Center.

To apply for a contract, you must be of legal age in the State of New York if part of a plan, you must also be eligible to participate in any of the qualified or non-qualified retirement plans for which we designed the contracts. The Annuitant(s) cannot be older than age 85, unless we approve a different age.

This contract may be used with certain tax qualified retirement plans. The contract includes attributes such as tax deferral on accumulated earnings. Qualified retirement plans provide their own tax deferral benefit; the purchase of this contract does not provide additional tax deferral benefits beyond those provided in the qualified retirement plan. If you are purchasing this contract as a Qualified Contract, you should consider purchasing this contract for its death benefit, income benefits and other non-tax-related benefits. Please consult a tax adviser for information specific to your circumstances in order to determine whether this contract is an appropriate investment for you.

Purchasing the contract through a tax-free "Section 1035" exchange. Section 1035 of the Code generally permits you to exchange one annuity contract for another in a "tax-free exchange." Therefore, you can use the proceeds from another annuity contract to make purchase payments for this contract. Before making an exchange to acquire this contract, you should carefully compare this contract to your current contract. You may have to pay a surrender charge under your current contract to exchange it for this contract and this contract has its own surrender charges which would apply to you. The fees and charges under this contract may be higher (or lower), and the benefits may be different, than those of your current contract. In addition, you may have to pay federal income and penalty taxes on the exchange if it does not qualify for Section 1035 treatment. You should not exchange another contract for this contract unless you determine, after evaluating all of the facts, that the exchange is in your best interest. Please note that the person who

sells you this contract generally will earn a commission.

#### OWNERSHIP

As owner, you have all rights under the contract, subject to the rights of any irrevocable beneficiary. Two persons may apply for a contract as joint owners. Joint owners have equal undivided interests in their contract. That means that each may exercise any ownership rights on behalf of the other except for ownership changes. Joint owners also have the right of survivorship. This means if a joint owner dies, his or her interest in the contract passes to the surviving owner. You must have our approval to add a joint owner after we issue the contract. We may require additional information if joint ownership is requested after the contract is issued.

Before the Annuity Commencement Date, you may change:

- . your Annuity Commencement Date to any date at least ten years after your last purchase payment;
- . your Optional Payment Plan;
- . the allocation of your investments among the Subaccounts and/or the Guarantee Account (subject to certain restrictions listed in your contract and in the "Transfers" provision; and
- . the owner, joint owner, primary beneficiary, and contingent beneficiary (unless the primary beneficiary or contingent beneficiary is named as an irrevocable beneficiary) upon written notice to the Service Center, if you reserved this right, and the Annuitant(s) is living at the time of the request. If you change a beneficiary, your plan selection will no longer be in effect unless you request that it continue.

39

In addition, you may change any non-natural owner to another non-natural owner. Changing the owner or joint owner may have tax consequences and you should consult a tax adviser before doing so.

We must receive your request for a change in a form satisfactory to us. The change will take effect as of the date you sign the request. The change will be subject to any payment made before we recorded the change.

#### ASSIGNMENT

An owner of a Non-Qualified Contract may assign some or all of his or her rights under the contract. An assignment must occur before the Annuity Commencement Date and while the Annuitant is still living. Once proper notice of the assignment is recorded by our Service Center, the assignment will become effective as of the date the written request was signed.

Qualified Contracts, IRAs and Tax Sheltered Annuities may not be assigned, pledged or otherwise transferred except where allowed by law.

We are not responsible for the validity or tax consequences of any assignment. We are not liable for any payment or settlement made before the assignment is recorded. Assignments will not be recorded until our Service Center receives sufficient direction from the owner and the assignee regarding the proper allocation of contract rights.

Amounts pledged or assigned will be treated as distributions and will be included in gross income to the extent that the Contract Value exceeds the investment in the contract for the taxable year in which it was pledged or assigned. Amounts assigned may be subject to an IRS tax penalty equal to 10% of the amount included in gross

income.

Assignment of the entire Contract Value may cause the portion of the contract exceeding the total investment in the contract and previously taxed amounts to be included in gross income for federal income tax purposes each year that the assignment is in effect.

PURCHASE  
PAYMENTS

You may make purchase payments at any frequency and in the amount you select, subject to certain limitations. You must obtain our approval before you make total purchase payments for an Annuitant age 79 or younger that exceed \$2,000,000. If any Annuitant is age 80 or older at the time of payment, the total amount not subject to prior approval is \$1,000,000. Payments may be made at any time prior to the Annuity Commencement Date, the surrender of the contract, or the death of the owner (or joint owner, if applicable), whichever comes first. We reserve the right to refuse to accept a purchase payment for any lawful reason and in a manner that does not unfairly discriminate against similarly situated purchasers.

40

The minimum initial purchase payment is \$5,000 (\$2,000 if your contract is an IRA contract). We may accept a lower initial purchase payment in the case of certain group sales. Each additional purchase payment must be at least \$500 for Non-Qualified Contracts (\$200 if paid by electronic fund transfers), \$50 for IRA contracts and \$100 for other Qualified Contracts.

VALUATION DAY  
AND VALUATION  
PERIOD

We will value Accumulation and Annuity Units once daily as of the close of regular trading (currently 4:00 p.m. Eastern Time) for each day the New York Stock Exchange is open, except for days on which a Portfolio does not value its shares. If a Valuation Period contains more than one day, the unit values will be the same for each day in the Valuation Period.

ALLOCATION OF  
PURCHASE  
PAYMENTS

We place purchase payments into the Subaccounts, each of which invests in shares of a corresponding Portfolio and/or the Guarantee Account, according to your instructions. You may allocate purchase payments to up to 20 Subaccounts plus the Guarantee Account at any one time. The percentage of purchase payment which you can put into any one Subaccount or guarantee period must equal a whole percentage and cannot be less than \$100. The Guarantee Account may not be available in all markets. In addition, for contracts issued on or after the later of September 2, 2003, or the date on which New York state insurance authorities approve applicable contract modifications, we may limit the amount that may be allocated to the Guarantee Account to no more than 25% of your Contract Value, as determined at the time of allocation.

Upon allocation to the appropriate Subaccounts, we convert purchase payments into Accumulation Units. We determine the number of Accumulation Units credited by dividing the amount allocated to each Subaccount by the value of an Accumulation Unit for that Subaccount on the Valuation Day on which we receive any additional purchase payment at our Service Center. The number of Accumulation Units determined in this way is not changed by any subsequent change in the value of an Accumulation Unit. However, the dollar value of an Accumulation Unit will vary depending not only upon how well the Portfolio's investments perform, but also upon the charges of the Separate Account and the Portfolios.

You may change the allocation of subsequent purchase payments at any time, without charge, by sending us

acceptable notice. The new allocation will apply to any purchase payments made after we receive notice of the change.

41

OPTIONAL  
ENHANCED  
PAYMENT  
BENEFIT

For contracts issued with Annuitant(s) age 80 or younger, if you elect the Optional Enhanced Payment Benefit, we will add a percentage of each purchase payment you make to your Contract Value. Currently, this amount is 4%, but it may vary with each purchase payment and could be zero. We will tell you the amount of the enhanced payment benefit at the time you make your purchase payment. You only can elect this benefit when you apply for your contract. We fund the enhanced payment amount from the assets in our General Account.

We will apply the enhanced payment amount when we apply your purchase payment to your Contract Value, and will allocate the enhanced payment amount on a pro-rata basis to the investment options you select.

There are important things you should consider before you elect the enhanced payment benefit. These include:

- . Over time and under certain circumstances (such as an extended period of poor market performance), the costs associated with the enhanced payment benefit may exceed the sum of the enhanced payment amount and any related earnings.
- . Once you elect the enhanced payment benefit, you cannot cancel it. The benefit remains in effect until you surrender or annuitize your contract.
- . We may lower the enhanced payment amount, and we may determine to credit zero percent of each purchase payment you make under your contract. Regardless of the enhanced payment amount, we will continue to charge for the benefit. This means you could be charged for the benefit even though you receive no further enhanced payment amounts.
- . We will recapture the enhanced payment amount if you surrender your contract during the free look period.
- . Please take advantage of the guidance of a qualified financial advisor in evaluating the enhanced payment benefit, as well as the other aspects of the contract.
- . We may profit from the enhanced payment benefit charge.

VALUATION OF  
ACCUMULATION  
UNITS

Partial withdrawals, surrenders and/or payment of the death benefit all result in the cancellation of an appropriate number of Accumulation Units. We cancel Accumulation Units as of the end of the Valuation Period in which we receive notice or instructions with regard to the partial withdrawal, surrender or payment of a death benefit. We value Accumulation Units for each Subaccount separately. The Accumulation Unit value at the

42

end of every Valuation Day equals the Accumulation Unit value at the end of the preceding Valuation Day multiplied by the net investment factor (described below). We arbitrarily set the Accumulation Unit value at

the inception of the Subaccount at \$10. On any Valuation Day, we determine your Subaccount value by multiplying the number of Accumulation Units attributable to your contract by the Accumulation Unit value for that day.

The net investment factor is an index used to measure the investment performance of a Subaccount from one Valuation Period to the next. The net investment factor for any Subaccount for any Valuation Period reflects the change in the net asset value per share of the Portfolio held in the Subaccount from one Valuation Period to the next, adjusted for the daily deduction of the administrative expense and mortality and expense risk charges from assets in the Subaccount. If any "ex-dividend" date occurs during the Valuation Period, we take into account the per share amount of any dividend or capital gain distribution so that the unit value is not impacted. Also, if we need to reserve money for taxes, we take into account a per share charge or credit for any taxes reserved for which we determine to have resulted from the operations of the Subaccount.

The value of an Accumulation Unit may increase or decrease based on the net investment factor. Changes in the net investment factor may not be directly proportional to changes in the net asset value of the Portfolio because of the deduction of Separate Account charges. Though the number of Accumulation Units will not change as a result of investment experience, the value of an Accumulation Unit may increase or decrease from Valuation Period to Valuation Period. See the Statement of Additional Information for more details.

43

#### Transfers

##### TRANSFERS BEFORE THE ANNUITY COMMENCEMENT DATE

All owners may transfer all or a portion of their assets between and among the Subaccounts of the Separate Account and the Guarantee Account on any Valuation Day prior to the Annuity Commencement Date, subject to certain conditions that are stated below. Owners may not, however, transfer assets in the Guarantee Account from one interest rate guarantee period to another interest rate guarantee period. We process transfers among the Subaccounts and between the Subaccounts and the Guarantee Account as of the end of the Valuation Period that we receive the transfer request in good order at our Service Center. There may be limitations placed on multiple transfer requests made at different times during the same Valuation Period involving the same Subaccounts and/or the Guarantee Account. We may postpone transfers to, from or among the Subaccounts and/or the Guarantee Account under certain circumstances. See the "Requesting Payments" provision in this prospectus.

##### TRANSFERS FROM THE GUARANTEE ACCOUNT TO THE SUBACCOUNTS

We may limit and/or restrict transfers from the Guarantee Account to the Subaccounts. For any allocation from the Guarantee Account to the Subaccounts, the limited amount will not be less than any accrued interest on that allocation plus 25% of the original amount of that allocation. Unless you are participating in a Dollar Cost Averaging program (see the "Dollar Cost Averaging Program" provision) you may make such transfers only during the 30 day period beginning with the end of the preceding interest rate guarantee period applicable to that particular allocation. We also may limit the amount that you may transfer to the Subaccounts.

##### TRANSFERS FROM THE SUBACCOUNTS TO THE GUARANTEE ACCOUNT

We may restrict certain transfers from the Subaccounts to the Guarantee Account. The Guarantee Account may not be available in all markets. For contracts issued on or after the later of September 2, 2003, or the date on which New York state insurance authorities approve applicable contract modifications, we may also limit the amount that may be allocated to the Guarantee Account to

no more than 25% of your Contract Value, as determined at the time of allocation. In addition, where permitted by New York state law, we will refuse new purchase payments or transfers into the Guarantee Account when your assets in the Guarantee Account are equal to or greater than 25% of your Contract Value at the time of allocation. We generally exercise our right to limit or refuse allocations to the Guarantee Account when interest rate periods are low for prolonged periods of time. In addition, we reserve the right to prohibit or limit transfers from the Subaccounts to the Guarantee Account during the six month period following the transfer of any amount from the Guarantee Account to any Subaccount.

44

#### TRANSFERS AMONG THE SUBACCOUNTS

All owners may submit 12 Subaccount transfers each calendar year by voice response, Internet, telephone, facsimile, U.S. Mail or overnight delivery service. Once such 12 Subaccount transfers have been executed, a letter will be sent notifying owners that they may submit additional transfers only in writing by U.S. Mail or by overnight delivery service. Transfer requests sent by same day mail, courier service, Internet, telephone or facsimile will not be accepted under any circumstances. Once we receive your mailed transfer request, such transfer cannot be cancelled. We also will not cancel transfer requests that have not yet been received, i.e. you may not call or electronically cancel a transfer request sent by U.S. Mail or overnight delivery service. If you wish to change a transfer request sent by U.S. Mail, such change must also be sent in writing by U.S. Mail or overnight delivery service. We will process that transfer request as of the Valuation Day the new transfer request is received at our Service Center.

Currently, we do not charge for transfers. However, we reserve the right to assess a charge of up to \$10 per transfer after the 12th transfer made in a calendar year. The minimum transfer amount is \$100 or the entire balance in the Subaccount or interest rate guarantee period if the transfer will leave a balance of less than \$100.

We also reserve the right to not honor your transfer request if your transfer is a result of more than one trade involving the same Subaccount within a 30 day period. We will generally invoke this right when either the Portfolio(s) or we see a pattern of frequent transfers between the same Portfolios within a short period of time (i.e., transfers among the same Subaccounts occur within five to 15 days of each other).

In addition, we may not honor transfers made by third parties. See the "Transfer by Third Parties" provision of this prospectus.

If a transfer request is not processed, a letter will be sent notifying you that your transfer request was not honored. If we do not honor a transfer request, we will not count that request as a transfer for purposes of the 12 transfers allowed each calendar year as described in the previous paragraphs.

When thinking about a transfer of assets, you should consider the inherent risks involved. Frequent transfers based on short-term expectations may increase the risk that you will make a transfer at an inopportune time. Also, because certain restrictions on transfers are applied at the discretion of the Portfolios in which the Subaccount invests, it is possible that owners will be treated differently and there could be inequitable treatment among owners if a Portfolio does not apply equal treatment to all shareholders. See the "Special

These restrictions will apply to all owners and their designated third party(ies), unless such transfer is being made pursuant to:

- (1) a Dollar Cost Averaging program;
- (2) a Portfolio Rebalancing program;
- (3) the terms of an approved Fund substitution or Fund liquidation; or
- (4) a Portfolio's refusal to allow the purchase of shares, either on behalf of an individual owner or on the entire Separate Account, in which case, the Portfolio's refusal to allow the purchase of shares will not be considered a transfer for calculation of the 12 transfers allowed per calendar year by voice response, Internet, telephone, facsimile, U.S. Mail or overnight delivery service.

Sometimes, we will not honor transfer requests. We will not honor a transfer request if:

- (1) any Subaccount that would be affected by the transfer is unable to purchase or to redeem shares of the Portfolio in which the Subaccount invests; or
- (2) the transfer would adversely affect Unit Values.

The affected Portfolio(s) determine whether items (1) or (2) above apply.

We will treat all owners equally with respect to transfer requests.

TELEPHONE/  
INTERNET  
TRANSACTIONS

All owners may make their first 12 transfers in any calendar year among the Subaccounts or between the Subaccounts and the Guarantee Account by calling or electronically contacting us, provided we receive written authorization at our Service Center, to execute such transactions prior to such request. Transactions that can be conducted over the telephone and Internet include, but are not limited to:

- (1) the first 12 transfers of assets among the Subaccounts or between the Subaccounts and the Guarantee Account in any calendar year (this includes any changes in purchase payment allocations when such changes include a transfer of assets);
- (2) Dollar Cost Averaging; and
- (3) Portfolio Rebalancing.

We will employ reasonable procedures to confirm that instructions we receive are genuine. Such procedures may include, but are not limited to:

- (1) requiring you or a third party to provide some form of personal identification before we act on the telephone/Internet instructions;



- (2) confirming the telephone/Internet transaction in writing to you or a third party you authorized; and/or
- (3) tape recording telephone instructions or retaining a record of your electronic request.

We reserve the right to limit or prohibit telephone and Internet transactions.

We will delay making a payment or processing a transfer request if:

- (1) the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed;
- (2) on nationally recognized holidays, trading is restricted by the New York Stock Exchange;
- (3) an emergency exists making the disposal or valuation of securities held in the Separate Account impracticable; or
- (4) the SEC by order permits postponement of payment to protect our owners.

Rules and regulations of the SEC will govern as to when the conditions described in (3) and (4) above exist. If we are closed on days when the New York Stock Exchange is open, Contract Value may be affected since owners will not have access to their account.

#### CONFIRMATION OF TRANSACTIONS

We will not be liable for following instructions that we reasonably determine to be genuine. We will send you a confirmation of any transfer we process. You are responsible for verifying transfer confirmations and notifying us of any errors within 30 days of receiving the confirmation statement.

#### SPECIAL NOTE ON RELIABILITY

Please note that the Internet or our telephone system may not always be available. Any computer system or telephone system, whether it is ours, yours, your service provider's, or your registered representative's, can experience unscheduled outages or slowdowns for a variety of reasons. These outages or slowdowns may delay or prevent our processing of your request. Although we have taken precautions to help our systems handle heavy use, we cannot promise complete reliability under all circumstances. If you are experiencing problems, you can make your transaction request by writing our Service Center.

47

#### TRANSFERS BY THIRD PARTIES

As a general rule and as a convenience to you, we allow you to give third parties the right to conduct transfers on your behalf. However, when the same third party possesses this ability on behalf of many owners, the result can be simultaneous transfers involving large amounts of assets. Such transfers can disrupt the orderly management of the Portfolios underlying the contract, can result in higher costs to owners, and are generally not compatible with the long-range goals of owners. We believe that such simultaneous transfers effected by such third parties are not in the best interests of all beneficial shareholders of the Portfolios and the management of the Portfolios share this position.

We have instituted procedures to assure that the transfer requests that we receive have, in fact, been made by the owners in whose names they are submitted.

Consequently, we may refuse transfers made by third parties on behalf of an owner in a number of circumstances, which include but are not limited to:

- (1) transfers made on behalf of many owners by one third party (or several third parties who belong to the same firm) where the transfer involves the same Subaccounts and large amounts of assets;
- (2) when we have not received adequate authorization from the owner allowing a third party to make transfers on his or her behalf; and
- (3) when we believe, under all facts and circumstances received, that the owner or his or her authorized agent is not making the transfer.

We require documentation to provide sufficient proof that the third party making the trade is in fact duly authorized by the owner. This information includes, but is not limited to:

- (1) documentation signed by the owner or a court authorizing a third party to act on the owner's behalf;
- (2) passwords and encrypted information;
- (3) additional owner verification when appropriate; and
- (4) recorded conversations.

We will not be held liable for refusing a transfer made by a third party when we have a reasonable basis for believing such third party is not authorized to make a transfer on the owner's behalf or we have a reasonable basis for believing the third party is acting in a fraudulent manner.

48

SPECIAL NOTE ON  
FREQUENT  
TRANSFERS

The Separate Account does not accommodate frequent transfers of Contract Value among Subaccounts. When owners or someone on their behalf submit requests to transfer all or a portion of their assets between Subaccounts, the requests result in the purchase and redemption of shares of the Portfolios in which the Subaccounts invest. Frequent Subaccount transfers, therefore, cause corresponding frequent purchases and redemptions of shares of the Portfolios.

Frequent purchases and redemptions of shares of the Portfolios can dilute the value of a Portfolio's shares, disrupt the management of the Portfolio's investment portfolio, and increase brokerage and administrative costs. Accordingly, when a contract owner or someone on their behalf engages in frequent Subaccount transfers, other owners and persons with rights under the contracts (such as Annuitants and beneficiaries) may be harmed.

The Separate Account discourages frequent transfers, purchases and redemptions. To discourage frequent Subaccount transfers, we adopted the policy described above in "Transfers Among The Subaccounts." This policy requires contract owners who request more than 12 Subaccount transfers in a calendar year to submit such requests in writing by U.S. Mail or by overnight delivery service (the "U.S. Mail requirement"). The U.S. Mail requirement creates a delay of at least one day between the time transfer decisions are made and the time such transfers are processed. This delay is intended to discourage frequent Subaccount transfers by limiting the effectiveness of abusive "market timing" strategies (so-called "time-zone" arbitrage in particular) that rely

on "same-day" processing of transfer requests.

There can be no assurance that the U.S. Mail requirement will be effective in limiting frequent Subaccount transfers or that we can prevent all frequent Subaccount transfer activity that may adversely affect owners, other persons with material rights under the contracts, or Portfolio shareholders generally. For instance, imposing the U.S. Mail requirement after 12 Subaccount transfer requests may not be restrictive enough to deter owners seeking to engage in abusive market timing strategies.

We may revise our frequent Subaccount transfer policy and related procedures, in our sole discretion, at any time and without prior notice, as we deem necessary or appropriate to better detect and deter frequent transfer activity that may adversely affect owners, other persons with material rights under the contracts, or Portfolio shareholders generally, to comply with state or federal regulatory requirements, or to impose additional or alternative restrictions on owners engaging in frequent Subaccount transfers. For example, we may invoke our right to refuse transfers if the transfer involves the same Subaccount within a 30 day period and/or we may change our procedures to monitor for a different number of transfers within a specified time period or to impose a minimum time period between each transfer.

49

There are inherent risks that changing our policies and procedures in the future may not be effective in limiting frequent Subaccount transfers. We will not implement any policy and procedure at the contract level that discriminates among owners, however, we may be compelled to adopt policies and procedures adopted by the Portfolios on behalf of the Portfolios and we will do so unless we cannot service such policies and procedures or we believe such policies and procedures contradict state or federal regulations or such policies and procedures contradict with the terms of your contract.

As stated in the previous paragraph, each of the Portfolios in which the Subaccounts invest may have its own policies and procedures with respect to frequent purchases and redemption of Portfolio shares. The prospectuses for the Portfolios describe any such policies and procedures. The frequent trading policies and procedures of a Portfolio may be different, and more or less restrictive, than the frequent trading policies and procedures of other Portfolios and the policies and procedures we have adopted to discourage frequent Subaccount transfers. Owners should be aware that we may not have the contractual obligation nor the operational capability to monitor owners' Subaccount transfer requests and apply the frequent trading policies and procedures of the respective Portfolios that would be affected by the transfers. Accordingly, owners and other persons who have material rights under the contracts should assume that the sole protection they may have against potential harm from frequent Subaccount transfers is the protection, if any, provided by the policies and procedures we have adopted to discourage frequent Subaccount transfers.

Owners and other persons with material rights under the contracts also should be aware that the purchase and redemption orders received by the Portfolios generally are "omnibus" orders from intermediaries such as retirement plans or separate accounts funding variable insurance contracts. These omnibus orders reflect the aggregation and netting of multiple orders from individual retirement plan participants and/or individual owners of variable insurance contracts. The omnibus

nature of these orders may limit the Portfolios' ability to apply their respective frequent trading policies and procedures. We cannot guarantee that the Portfolios will not be harmed by transfer activity relating to the retirement plans and/or other insurance companies that may invest in the Portfolios. In addition, if a Portfolio believes an omnibus order we submit may reflect one or more Subaccount transfer requests from owners engaged in frequent transfer activity, the Portfolio may reject a portion of or the entire omnibus order. If a Portfolio rejects part of an omnibus order it believes is attributable to transfers that exceed its market timing policies and procedures, it will return the amount to us and we will credit the amount to the contract owner as of the Valuation Day of our receipt of that amount. You may realize a loss if the unit value on the Valuation Day we credit the amount back to your account has increased since the original date of your transfer.

50

We apply our policies and procedures without exception, waiver, or special arrangement.

DOLLAR COST  
AVERAGING  
PROGRAM

The Dollar Cost Averaging program permits you to systematically transfer on a monthly or quarterly basis a set dollar amount from the Subaccount investing in the GE Investments Funds, Inc. -- Money Market Fund and/or the Guarantee Account to any combination of other Subaccounts (as long as the total number of Subaccounts used does not exceed the maximum number allowed under the contract). The Dollar Cost Averaging method of investment is designed to reduce the risk of making purchases only when the price of units is high, but you should carefully consider your financial ability to continue the program over a long enough period of time to purchase Accumulation Units when their value is low as well as when it is high. Dollar Cost Averaging does not assure a profit or protect against a loss.

You may participate in the Dollar Cost Averaging program:

- (1) by electing it on your application;
- (2) by contacting an authorized sales representative; or
- (3) by calling us at (800) 313-5282.

To use the program, you must transfer at least \$100 from the Subaccount investing in the GE Investments Funds, Inc. -- Money Market Fund and/or interest rate guarantee period with each transfer.

The Dollar Cost Averaging program will begin 30 days after we receive all required forms with your instructions and any necessary purchase payment, unless we allow an earlier date. We will discontinue your participation in the Dollar Cost Averaging program:

- . on the business day we receive your request to discontinue the program in writing or by telephone (assuming we have your telephone authorization form on file); or
- . when the assets in the Subaccount investing in the GE Investments Fund, Inc. -- Money Market Fund and/or interest rate guarantee period from which transfers are being made are depleted.

If you Dollar Cost Average from the Guarantee Account, we reserve the right to determine the amount of each automatic transfer. The Guarantee Account may not be available in all markets. We reserve the right to transfer any remaining portion of an allocation used for

the Dollar Cost Averaging program for that allocation. You may not transfer from one interest rate guarantee period to another interest rate guarantee period.

We also reserve the right to credit a higher rate interest on purchase payments allocated to the Guarantee Account that participate in the Dollar Cost Averaging program. We refer to this higher rate of interest as Enhanced Dollar Cost Averaging. The Dollar Cost Averaging program and/or Enhanced Dollar Cost Averaging program may not be available in all markets or through all broker-dealers who sell the contracts. If you terminate the Dollar Cost Averaging program prior to the depletion of assets from the Guarantee Account, we have the right to credit the remaining assets in the Guarantee Account the current interest rate being credited to all other Guarantee Account assets not participating in the Enhanced Dollar Cost Averaging Program as of that Valuation Day. In addition, for contracts issued on or after the later of September 2, 2003, or the date on which New York state insurance authorities approve applicable contract modifications, if you terminate your Dollar Cost Averaging program prior to the depletion of assets in the Guarantee Account, we may limit the amount that may be allocated to the Guarantee Account. If we exercise this right, we guarantee the amount limited will be the same as the amount limited for those contracts not participating in a Dollar Cost Averaging program as of the date you terminate your Dollar Cost Averaging program.

There is no additional charge for Dollar Cost Averaging. A transfer under this program is not a transfer for purposes of assessing a transfer charge or for calculating the minimum number of transfers we may allow in a calendar year via the Internet, telephone or facsimile.

We may, from time to time, offer various Dollar Cost Averaging programs. We reserve the right to discontinue new Dollar Cost Averaging programs or to modify such programs at any time and for any reason. We also reserve the right to prohibit participation in Dollar Cost Averaging and Systematic Withdrawals at the same time.

Owners considering participating in a Dollar Cost Averaging program should call (800) 313-5282 or an authorized sales representative to verify the availability of Dollar Cost Averaging.

PORTFOLIO  
REBALANCING  
PROGRAM

Once your purchase payment has been allocated among the Subaccounts, the performance of each Subaccount may cause your allocation to shift. You may instruct us to automatically rebalance on a quarterly, semi-annual or annual basis your assets among the Subaccounts to return to the percentages specified in your allocation instructions. Your percentage allocations must be in whole percentages. The program

does not include allocations to the Guarantee Account. You may elect to participate in the Portfolio Rebalancing program at any time by completing the Portfolio Rebalancing agreement.

Subsequent changes to your percentage allocations may be

made at any time by written or telephone instructions to our Service Center. Once elected, Portfolio Rebalancing remains in effect from the date we receive your written request until you instruct us to discontinue Portfolio Rebalancing. There is no additional charge for using Portfolio Rebalancing, and we do not consider Portfolio Rebalancing a transfer for purposes of assessing a transfer charge or for calculating the maximum number of transfers permitted in a calendar year via the Internet, telephone or facsimile. We reserve the right to discontinue or modify the Portfolio Rebalancing Program at any time and for any reason. We also reserve the right to exclude specific Subaccounts from Portfolio Rebalancing. Portfolio Rebalancing does not assure a profit or protect against a loss.

GUARANTEE  
ACCOUNT  
INTEREST SWEEP  
PROGRAM

You may instruct us to transfer interest earned on your assets in the Guarantee Account (if available) to the Subaccounts to which you are allocating purchase payments, in accordance with your allocation instructions in effect on the date of the transfer any time before the Annuity Commencement Date. You must specify the frequency of the transfers (either monthly, quarterly, semi-annually, or annually).

The minimum amount in the Guarantee Account required to elect this option is \$1,000, but may be reduced at our discretion. The transfers under this program will take place on the last calendar day of each period.

You may participate in the interest sweep program at the same time you participate in either the Dollar Cost Averaging program or the Portfolio Rebalancing program. If any interest sweep transfer is scheduled for the same day as a Portfolio Rebalancing transfer, we will process the interest sweep transfer first.

We may limit the amount you may transfer from the Guarantee Account to the Subaccounts for any particular allocation. See the "Transfers" provision in this prospectus. We will not process an interest sweep transfer if that transfer would exceed the amount permitted to be transferred.

You may cancel your participation in the interest sweep program at any time by writing or calling our Service Center at the address or telephone number listed on page 1 of this prospectus. We will automatically cancel your participation in the program if your assets in the Guarantee Account are less than \$1,000 or such lower amount as we

53

may determine. There is no additional charge for the interest sweep program. We do not consider interest sweep transfers a transfer for purposes of assessing a transfer charge or for calculating the maximum number of transfers permitted in a calendar year. The interest sweep program does not assure a profit or protect against a loss.

54

Surrenders and Partial Withdrawals

SURRENDERS AND  
PARTIAL  
WITHDRAWALS

We will allow you to surrender your contract or to withdraw a portion of your Contract Value at any time before the Annuity Commencement Date upon your written request, subject to the conditions discussed below.

We will not permit a partial withdrawal that is less than

\$100 or a partial withdrawal that would reduce your Contract Value to less than \$1,000. If your partial withdrawal request would reduce your Contract Value to less than \$1,000, we will surrender your contract in full. Different limits and other restrictions may apply to Qualified Contracts.

The amount payable on surrender of the contract is the Surrender Value at the end of the Valuation Period during which we receive the request. The Surrender Value equals:

- (1) the Contract Value (after deduction of any charge for the optional rider and annual contract charge, if applicable) on the Valuation Day we receive a request for surrender; less
- (2) any applicable surrender charge; less
- (3) any applicable premium tax.

We may pay the Surrender Value in a lump sum or under one of the optional payment plans specified in the contract, based on your instructions.

If you are taking a partial withdrawal, you may indicate, in writing, electronically, or by calling our Service Center, from which Subaccounts or interest rate guarantee periods we are to take your partial withdrawal. If you do not so specify, we will deduct the amount of the partial withdrawal first from the Subaccounts on a pro-rata basis, in proportion to your assets in the Separate Account. We will deduct any remaining amount from the Guarantee Account. We will take deductions from the Guarantee Account from the amounts (including any interest credited to such amounts) which have been in the Guarantee Account for the longest period of time. When taking a partial withdrawal, any applicable surrender charges and/or applicable premium tax will be taken from the amount withdrawn, unless otherwise requested.

We will delay making a payment if:

- (1) the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed;
- (2) on nationally recognized holidays, trading is restricted by the New York Stock Exchange;

55

- (3) an emergency exists making the disposal or valuation of securities held in the Separate Account impracticable; or
- (4) the SEC by order permits postponement of payment to protect our owners.

Rules and regulations of the SEC will govern as to when the conditions described in (3) and (4) above exist. If we are closed on days when the New York Stock Exchange is open, Contract Value may be affected since owners will not have access to their account.

Please remember that partial withdrawals will reduce your death benefit by the proportion that the partial withdrawal (including any applicable surrender charges and premium taxes assessed) reduces your Contract Value. See the "Death Benefit" provision in this prospectus.

For contracts issued on or after the later of September 2, 2003, or the date on which New York state insurance authorities approve applicable contract modifications, partial withdrawals from the Subaccounts may further

reduce or restrict the amount that may be allocated to the Guarantee Account (see the "Guarantee Account" provision in this prospectus).

Partial withdrawals and surrenders may also be subject to income tax and, if taken prior to age 59 1/2, a 10% additional IRS penalty tax. See the "Federal Tax Matters" provision in this prospectus.

SYSTEMATIC  
WITHDRAWAL  
PROGRAM

The Systematic Withdrawal program allows you to take Systematic Withdrawals of a specified dollar amount (in equal installments of at least \$100) on a monthly, quarterly, semi-annual or annual basis. Your payments can begin at any time after 30 days from the date your contract is issued (unless we allow an earlier date). To participate in the program, your Contract Value must initially be at least \$5,000 and you must complete our Systematic Withdrawal form. You can obtain the form from an authorized sales representative or our Service Center.

Your Systematic Withdrawals in a contract year may not exceed the amount which is not subject to a surrender charge. See the "Surrender Charge" provision. We will deduct the Systematic Withdrawal amounts first from any gain in the contract and then from purchase payments made. You may provide specific instructions as to the Subaccounts and/or interest rate guarantee periods from which we are to take the Systematic Withdrawals. If you have not provided specific instructions, or if your specific instructions cannot be carried out, we will process the withdrawals by cancelling Accumulation Units on a pro-rata basis from all of the Subaccounts in which you have an interest. To the extent that your assets in the Separate Account are not sufficient to accomplish the withdrawal, we will take the remaining amount of the withdrawal from any assets you have in the Guarantee Account. We will take deductions from the Guarantee Account from the amounts (including interest credited to such amounts) that have been in the Guarantee Account for the longest period of time.

56

After your Systematic Withdrawals begin, you may change the frequency and/or amount of your payments, subject to the following:

- . you may request only one such change in a calendar quarter; and
- . if you did not elect the maximum amount you could withdraw under this program at the time you elected the current series of Systematic Withdrawals, then you may increase the remaining payments up to the maximum amount.

A Systematic Withdrawal program will terminate automatically when a Systematic Withdrawal would cause the remaining Contract Value to be less than \$1,000. If a Systematic Withdrawal would cause the Contract Value to be less than \$1,000, then we will not process that Systematic Withdrawal transaction. If any of your Systematic Withdrawals would be or becomes less than \$100, we reserve the right to reduce the frequency of payments to an interval that would result in each payment being at least \$100. You may discontinue Systematic Withdrawals at any time by notifying us in writing at our Service Center or by telephone. You may request that we pay any remaining payments in a lump sum. See the "Requesting Payments" provision in this prospectus.

Each Systematic Withdrawal is subject to Federal income taxes on any portion considered gain for tax purposes. In addition, you may be assessed a 10% IRS penalty tax on



Systematic Withdrawals if you are under age 59 1/2 at the time of the withdrawal.

Both partial withdrawals at your specific request and withdrawals under a Systematic Withdrawal program will count toward the limit of the amount that you may withdraw in any contract year free under the free withdrawal privilege. See the "Surrender Charge" provision in this prospectus. Your Systematic Withdrawal amount may be affected if you take an additional partial withdrawal.

Systematic Withdrawals will reduce your death benefit by the proportion that each Systematic Withdrawal (including any applicable surrender charges and premium taxes assessed) reduces your Contract Value. See the "Death of Owner and/or Annuitant" provision in this prospectus.

For contracts issued on or after September 2, 2003, or the date on which New York state insurance authorities approve applicable contract modifications, taking Systematic Withdrawals from the Subaccounts may further reduce or restrict the amount that may be allocated to the Guarantee Account. See the "Guarantee Account" provision in this prospectus.

There is no charge for participation in the Systematic Withdrawal program, however we reserve the right to prohibit participation in Systematic Withdrawal and Dollar Cost Averaging programs at the same time. We also reserve the right to discontinue and/or modify the Systematic Withdrawal program upon 30 days written notice to owners.

57

#### The Death Benefit

DEATH BENEFIT  
AT DEATH OF  
ANY ANNUITANT  
BEFORE ANNUITY  
COMMENCEMENT  
DATE

If any Annuitant dies before income payments begin, regardless of whether the Annuitant is also an owner or joint owner of the contract, the amount of proceeds available for the designated beneficiary is the death benefit. Upon receipt of due proof of an Annuitant's death (generally, due proof is a certified copy of the death certificate or a certified copy of the decree of a court of competent jurisdiction as to the finding of death), a death benefit will be paid in accordance with your instructions, subject to distribution rules and termination of contract provisions discussed in the contract and elsewhere in the prospectus.

The death benefit varies based on:

- (1) the Annuitant's age on the date the contract is issued;
- (2) the Annuitant's age on the date of his or her death;
- (3) the number of contract years that elapse from the date the contract is issued until the date of the Annuitant's death; and
- (4) whether any premium taxes are due at the time the death benefit is paid.

If the Annuitant is, or both the Annuitant and joint Annuitant are, age 80 or younger at issue, the death benefit equals the greatest of:

- (a) the Contract Value as of the date we receive due proof of death of any Annuitant;
- (b) the sum of (1) minus (2) plus (3), where:
  - (1) the greatest Contract Value as of any contract

anniversary up to and including the contract anniversary next following or coincident with the 80th birthday of the older of any Annuitant plus any purchase payments paid since then adjusted for any partial withdrawals (including any surrender charges assessed);

(2) the Contract Value on the date of death; and

(3) the Contract Value on the date we receive due proof of death.

(c) purchase payments less any partial withdrawals.

If any Annuitant is older than age 80 at issue, the death benefit is equal to the greatest of:

(a) the Contract Value as of the date we receive due proof of death of any Annuitant;

58

(b) the sum of (1) minus (2) plus (3), where:

(1) is the greatest Contract Value as of any contract anniversary up to and including the contract anniversary next following or coincident with the 85th birthday of the older Annuitant plus any purchase payments made since then adjusted for any withdrawals (including any surrender charges and premium taxes assessed);

(2) is the Contract Value on the date of death; and

(3) is the Contract Value on the date we receive due proof of death;

(c) purchase payments less any partial withdrawals.

We will adjust the death benefit for partial withdrawals in the same proportion as the percentage that the partial withdrawal (including any surrender charges and premium taxes assessed) reduces your Contract Value. Premium tax may also be taken on any death benefit. If premium tax is taken, the amount of the death benefit will be reduced by the amount of the premium tax.

The purpose of this example is to show how the basic death benefit works based on purely hypothetical values and is not intended to depict investment performance of the contract.

Example: Assuming an owner:

(i) purchases a contract for \$100,000;

(ii) makes no additional purchase payments and takes no partial withdrawals;

(iii) is not subject to premium taxes;

(iv) the Annuitant is age 75 on the Contract Date; and

(v) we receive due proof of death on the date of death then:

<TABLE>  
<CAPTION>

End of Year	Annuitant's Age	Contract Value	Death Benefit
<S>	<C>	<C>	<C>
1	76	\$103,000	\$103,000

2	77	112,000	112,000
3	78	90,000	112,000
4	79	135,000	135,000
5	80	130,000	135,000
6	81	150,000	150,000
7	82	125,000	125,000
8	83	145,000	145,000

</TABLE>

The purpose of this example is to show how the death benefit works based on purely hypothetical values and is not intended to depict investment performance of the contract.

Partial withdrawals may reduce the death benefit by the proportion that the partial withdrawal (including any surrender charge and premium taxes assessed) reduces the Contract Value.

For example:

<TABLE>  
<CAPTION>

Date	Purchase Payment	Contract Value	Death Benefit
<S>	<C>	<C>	<C>
3/31/05	\$5,000	\$ 5,000	\$ 5,000
3/31/09	--	10,000	10,000
3/31/10	--	7,000	10,000

</TABLE>

If a withdrawal of \$3,500 is made on March 31, 2010, the death benefit immediately after the withdrawal will be \$5,000 (\$10,000 to \$5,000) since the Contract Value is reduced 50% by the withdrawal (\$7,000 to \$3,500). This example assumes that:

- (i) death occurs on March 31, 2009;
- (ii) due proof of death was provided on March 31, 2010;
- (iii) no other purchase payments were made or partial withdrawals were taken;
- (iv) the Annuitant and any joint Annuitant were both younger than age 80 at issue;
- (v) no surrender charge applies; and
- (vi) no premium tax applies to the partial withdrawal.

This example is based on purely hypothetical values and is not intended to depict investment performance of the contract.

WHEN WE  
CALCULATE THE  
DEATH BENEFIT

We will calculate the death benefit on the date we receive due proof of death at our Service Center. Until we receive complete written instructions satisfactory to us from the beneficiary, the calculated death benefit will remain allocated to the Separate Account and/or Guarantee Account, according to your last instructions. This means that the calculated death benefit will fluctuate with the performance of the Subaccounts in which you are invested.

DEATH OF AN  
OWNER OR JOINT  
OWNER BEFORE  
THE ANNUITY  
COMMENCEMENT  
DATE

In certain circumstances, Federal tax law requires that distributions be made under this contract upon the first death of:

- . an owner or joint owner; or
- . the Annuitant or Joint Annuitant (if the owner is a non-natural entity such as a trust or corporation).

At the death of any owner (or any Annuitant, if the owner is a non-natural entity), the person or entity first listed below who is alive or in existence on the date of that death will become the designated beneficiary:

- (1) owner or joint owner;
- (2) primary beneficiary;
- (3) contingent beneficiary; or
- (4) owner's estate.

We then will treat the designated beneficiary as the sole owner of the contract. If there is more than one designated beneficiary, we will treat each one separately in applying the tax law's rules described below.

Distribution rules. Distributions required by Federal tax law differ depending on whether the designated beneficiary is the spouse of the deceased owner (or the spouse of the deceased Annuitant, if the contract is owned by a non-natural entity).

- . Spouses -- If the sole designated beneficiary is the spouse of the deceased, the spouse may continue the contract as the new owner. If the deceased was the Annuitant and there is no surviving Contingent Annuitant, the spouse will automatically become the new Annuitant. At the death of the spouse, this provision may not be used again, even if the spouse remarries. In such case, the entire interest in the contract will be paid within 5 years of such spouse's death to the beneficiary named by the spouse. If no beneficiary is named, such payment will be made to the spouse's estate. The amount payable will be equal to the death benefit on the date we receive due proof of the Annuitant's death. Any increase in the Contract Value will be allocated to the Subaccounts and/or the Guarantee Account using the purchase payment allocation in effect at that time. Any death benefit payable subsequently (at the death of the new Annuitant) will be calculated as if the spouse had purchased a contract for the new Contract Value on the date we received due proof of death. Any death benefit will be based on the new Annuitant's age as of the date we receive due proof of death of

61

the original owner, rather than the age of the previously deceased Annuitant. All other provisions will continue as if the spouse had purchased the contract on the original Contract Date.

- . Non-Spouses -- If the designated beneficiary is not the spouse of the deceased person, this contract cannot be continued in force indefinitely. Instead, upon the death of any owner (or Annuitant, if the owner is a non-natural entity), payments must be

made to (or for the benefit of) the designated beneficiary under one of the following payment choices:

- (1) receive the Surrender Value in a lump sum payment upon receipt of due proof of death (see the "Requesting Payments" provision);
- (2) receive the Surrender Value at any time during the five year period following the date of death. At the end of the five year period, we will pay in a lump sum payment any Surrender Value still remaining;
- (3) apply the Surrender Value to provide a monthly income benefit under optional payment plan 1 or 2. The first monthly income benefit payment must be made no later than one year after the date of death. Also, the monthly income benefit payment period must be either lifetime of the designated beneficiary or a period not exceeding the designated beneficiary's life expectancy.

If no choice is made by the designated beneficiary within 30 days following receipt of due proof of death, we will pay the Surrender Value within 5 years of the date of death. Due proof of death must be provided within 90 days of the date of death. We will not accept any purchase payments after the non-spouse's death. If the designated beneficiary dies before the entire Surrender Value has been distributed, we will pay in a lump sum any Surrender Value still remaining to the person named by the designated beneficiary. If no person is so named, payment will be made to the designated beneficiary's estate.

Under payment choices 1 or 2, the contract will terminate upon payment of the entire Surrender Value. Under payment choice 3, this contract will terminate when the Surrender Value is applied to provide a monthly income benefit.

Amount of the proceeds: The proceeds we pay will vary, in part, based on the person who dies, as shown below:

<TABLE>  
<CAPTION>

Person Who Died	Amount of Proceeds Paid
<S> Owner or Joint Owner (who is not an Annuitant)	<C> Surrender Value
Owner or Joint Owner (who is an Annuitant)	Death Benefit
Annuitant	Death Benefit

</TABLE>

Upon receipt of due proof of death, the designated beneficiary will instruct us how to treat the proceeds subject to the distribution rules discussed above.

DEATH OF  
OWNER, JOINT  
OWNER, OR  
ANNUITANT  
AFTER INCOME  
PAYMENTS BEGIN

After income payments begin, if an owner, joint owner, Annuitant, or designated beneficiary dies while the contract is in force, payments that are already being made under the contract will be made at least as rapidly as under the method of distribution in effect at the time of such death, notwithstanding any other provision of the contract.

## Income Payments

The Annuity Commencement Date is the date income payments begin, provided the Annuitant is still living on that date. An Annuity Commencement Date that occurs at an advanced age (e.g., past age 85), may in certain circumstances, have adverse income tax consequences. See the "Federal Tax Matters" provision of this prospectus. You may change the Annuity Commencement Date in one year increments upto the time income payments begin, to any date at least 10 years after the date of the last purchase payment and within one year of the last Annuity Commencement Date. The Annuity Commencement Date cannot be any later than the contract anniversary following the Annuitant's 90th birthday (or younger Annuitant's 90th birthday in the case of joint Annuitants). To change the Annuity Commencement Date, send written notice to our Service Center before the Annuity Commencement Date then in effect. We reserve the right to establish a maximum Annuity Commencement Date. If you change the Annuity Commencement Date, the Annuity Commencement Date will then mean the new Annuity Commencement Date you selected. Contracts issued to qualified retirement plans provide for income payments to start at the date and under the option specified by the plan.

We will pay a monthly income benefit to the owner beginning on the Annuity Commencement Date provided the Annuitant(s) is still living. We will pay the monthly income benefit in the form of Life Income with 10 Years Certain plan or a Joint Life and Survivor Income with 10 Years Certain plan variable income payments, using the gender (where appropriate) and settlement age of the Annuitant instead of the payee, unless you make another election. As described in your contract, the settlement age may be less than the Annuitant's age. This means that payments may be lower than they would have been without the adjustment. You may also choose to receive the Surrender Value of your contract on the date immediately preceding the Annuity Commencement Date in a lump sum in which case we will cancel the contract. See the "Requesting Payments" provision in this prospectus.

Payments will continue for the life of the Annuitant under the Life Income with 10 Years Certain plan, if he or she lives longer than 10 years. If the Annuitant dies before the end of 10 years, we will discount the remaining payments for the 10 year period at the same rate used to calculate the monthly income payment. If the remaining payments are variable income payments, we will assume the amount of each payment that we discount equals the payment amount on the date we receive due proof of death. We will pay this discounted amount in a lump sum.

Payments will continue for the life of the Surviving Annuitant under the Joint Life and Survivor Life with 10 Years Certain plan, if any Annuitant lives longer than 10 years. If both Annuitants die before the end of 10 years, the remaining payments for the 10 year period will be discounted at the same rate used to calculate the monthly income

payment. If the remaining payments are variable income payments, we will assume the amount of each payment that we discount equals the payment amount on the date we receive due proof of death. We will pay the discounted amount in a lump sum.

The contract provides optional forms of annuity payments, each of which is payable on a fixed basis. Optional Payment Plan 1 and Optional Payment Plan 5 also are available on a variable basis.

If you elect fixed income payments, the guaranteed amount payable will be computed using interest at a minimum rate of 3% compounded yearly. We may increase the interest rate, which will increase the amount we pay to you or the payee.

If you elect variable income payments, the dollar amount of the first variable income payment will depend on the annuity purchase rates described in your contract for the optional payment plan you choose. These rates vary based on the Annuitant's settlement age and if applicable, gender, and if applicable, upon the settlement age and gender of a second person you designate (if applicable). Under such tables, the longer the life expectancy of the Annuitant or the longer the period for which we guarantee to make payments under the option, the smaller the amount the first variable income payment will be. After your first income payment, the dollar amount of your income payments will vary based on the investment performance of the Subaccount(s) in which you invest and the contract's assumed interest rate.

The assumed interest rate is an assumption we make regarding the investment performance of the Portfolios you select. This rate is simply the total return, after expenses, you need to keep your variable income payments level. We assume an effective annual rate of 3%. This means that if the annualized investment performance, after expenses, of your Subaccounts, measured between the day that the last payment was made and the day on which we are calculating the new payment, is less than 3%, then the dollar amount of your variable income payment will decrease. Conversely, if the annualized investment performance, after expenses, of your Subaccounts, measured between the day that the last payment was made and the day on which we are calculating the new payment, is greater than 3%, then the dollar amount of your income payment will increase.

We will make income payments monthly unless you elect to receive payments quarterly, semi-annually or annually. Under the monthly income benefit and all of the optional payment plans, if any payment made more frequently than annually would be or becomes less than \$100, we reserve the right to reduce the frequency of payments to an interval that would result in each payment being at least \$100. If the annual payment payable at maturity is less than \$20, we will pay the Surrender Value in a

65

lump sum. See the "Requesting Payments" provision in this prospectus. Upon making such a payment, we will have no future obligation under the contract.

The amount of your income payments will depend on four things:

- . your Surrender Value on the Validation Day immediately preceding your Annuity Commencement Date;
- . the settlement age on the Annuity Commencement Date, and if applicable, the gender of the Annuitant(s);
- . the specific payment plan you choose; and
- . if you elect variable income payments, the investment performance of the Portfolios selected.

As provided in your contract, we may adjust the age used to determine income payments, and we may deduct premium taxes from your payments.

OPTIONAL  
PAYMENT PLANS

The following optional payment plans are available under the contract:

Plan 1 -- Life Income with Period Certain. This option guarantees periodic monthly payments for the lifetime of the payee with a minimum number of years of payments. If the payee lives longer than the minimum period, payments will continue for his or her life. The minimum period can be 10, 15, or 20 years. The payee selects the designated period. If the payee dies during the minimum period, we will discount the amount of the remaining guaranteed payments at the same rate used in calculating income payments. We will pay the discounted amount in a lump sum to the payee's estate, unless otherwise provided.

Plan 2 -- Income for a Fixed Period. This option provides for periodic payments to be made for a fixed period not longer than 30 years. Payments can be made annually, semi-annually, quarterly, or monthly. If the payee dies, we will discount the amount of the remaining guaranteed payments to the date of the payee's death at the same rate used in calculating income payments. We will pay the discounted amount in a lump sum to the payee's estate, unless otherwise provided.

Plan 3 -- Income of a Definite Amount. This option provides periodic payments of a definite amount to be paid. Payments can be made annually, semi-annually, quarterly, or monthly. The amount paid each year must be at least \$120 for each \$1,000 of proceeds. Payments will continue until the proceeds are exhausted.

66

The last payment will equal the amount of any unpaid proceeds. If the payee dies, we will pay the amount of the remaining proceeds with earned interest in a lump sum to the payee's estate, unless otherwise provided.

Plan 4 -- Interest Income. This option provides for periodic payments of interest earned from the proceeds left with us. Payments can be made annually, semi-annually, quarterly, or monthly. If the payee dies, we will pay the amount of remaining proceeds and any earned but unpaid interest in a lump sum to the payee's estate, unless otherwise provided. This plan is not available to contracts issued as Qualified Contracts.

Plan 5 -- Joint Life and Survivor Income. This option provides for us to make monthly payments to two payees for a guaranteed minimum of 10 years. Each payee must be at least 35 years old when payments begin. Payments will continue as long as either payee is living. If both payees die before the end of the minimum period, we will discount the amount of the remaining payments for the 10 year period at the same rate used in calculating income payments. We will pay the discounted amount in one sum to the survivor's estate unless otherwise provided.

If the payee is not a natural person, our consent must be obtained before selecting an optional payment plan. Fixed income payments, if selected, will begin on the date we receive due proof of the Annuitant's death, on surrender, or on the Annuity Commencement Date. Variable income



payments will begin within seven days after the date payments would begin under the corresponding fixed option. Payments under Optional Payment Plan 4 (Interest Income) will begin at the end of the first interest period after the date proceeds are otherwise payable.

All payments under Option Payment Plan 2 (Income for a Fixed Period), Optional Payment Plan 3 (Income of a Definite Amount) and Optional Payment Plan 4 (Interest Income) may be redeemed by the payee upon written request to our Service Center. Payments made under Optional Payment Plan 1 (Life Income with Period Certain) and Optional Payment Plan 5 (Joint Life and Survivor Income) are not redeemable. If payments under Optional Payment Plan 2, Optional Payment Plan 3 or Optional Payment Plan 4 are variable income payments, and a request for redemption is received in good order, the payment will be made within seven days in accordance with the "Surrenders and Partial Withdrawals" provision. If payments under Optional Payment Plan 2, Optional Payment Plan 3 or Optional Payment Plan 4 are fixed income payments, and a request for redemption is received in good order, the payment will generally be made within seven days, however, some states require us to reserve the right to defer payments from the Guarantee Account for up to six months from the date we receive the request for payment.

67

VARIABLE  
INCOME  
PAYMENTS

The monthly amount of your first variable income payment will equal your Surrender Value on the Valuation Day immediately preceding your Annuity Commencement Date, multiplied by the monthly payment rate for the payment plan you choose (at an assumed interest rate of 3%), divided by 1,000. We determine subsequent payments based on Annuity Units.

On the Annuity Commencement Date, we determine the number of Annuity Units for each Subaccount. This number will not change unless you make a transfer. On the Annuity Commencement Date, the number of Annuity Units for a Subaccount is the portion of the first payment from that Subaccount divided by the Annuity Unit value for that Subaccount on the day the first payment is due. Each subsequent variable income payment will equal the sum of payments for each Subaccount. The payment for a Subaccount is the number of Annuity Units for that Subaccount times the Annuity Unit value for that Subaccount seven days before the monthly anniversary of the Annuity Commencement Date.

Following the Annuity Commencement Date, the Annuity Unit value of each Subaccount for any Valuation Period will equal the Annuity Unit value for the preceding Valuation Period multiplied by the product of (a) and (b), where:

- (a) is the net investment factor for the Valuation Period for which we are calculating the Annuity Unit value; and
- (b) is an assumed interest rate factor equal to .99991902 raised to a power equal to the number of days in the Valuation Period.

The assumed interest rate factor in (b) above is the daily equivalent of dividing by one plus the assumed investment interest rate of 3%. We may offer a plan that has a different assumed investment interest rate. If we do, the assumed interest rate factor we use in (b) above would change.

TRANSFERS  
AFTER THE  
ANNUITY

If we are making variable income payments, the payee may change the Subaccounts from which we are making the payments three times each calendar year. The transfer

will be effective as of the end of the Valuation Period during which we receive written request at our Service Center. However, we reserve the right to limit the number of transfers if necessary for the contract to continue to be treated as an annuity under the Code. We also reserve the right to refuse to execute any transfer if any of the Subaccounts that would be affected by the transfer is unable to purchase or redeem shares of the Portfolio in which the Subaccount invests or if the transfer would adversely affect Annuity Unit values. If the number of Annuity Units remaining in a Subaccount after a transfer is less than 1, we will transfer the remaining balance in addition to the amount requested for the transfer. We will not allow a transfer into any

68

Subaccount unless the number of Annuity Units of that Subaccount after the transfer is at least 1. The amount of the income payments as of the date of the transfer will not be affected by the transfer. We will not charge for transfers made after the Annuity Commencement Date.

We do not permit transfers between the Subaccounts and the Guarantee Account after the Annuity Commencement Date. We also do not permit transfers in the Guarantee Account from one interest rate guarantee period to another interest rate guarantee period.

69

#### Federal Tax Matters

#### INTRODUCTION

This part of the prospectus discusses the Federal income tax treatment of the contract. The Federal income tax treatment of the contract is complex and sometimes uncertain. The Federal income tax rules may vary with your particular circumstances.

This discussion does not address all of the Federal income tax rules that may affect you and your contract. This discussion also does not address other Federal tax consequences, or state or local tax consequences, associated with a contract. As a result, you should always consult a tax adviser about the application of tax rules to your individual situation.

#### TAXATION OF NON-QUALIFIED CONTRACTS

This part of the discussion describes some of the Federal income tax rules applicable to Non-Qualified Contracts. A Non-Qualified Contract is a contract not issued in connection with a qualified retirement plan receiving special tax treatment under the Code, such as an individual retirement annuity or a Section 401(k) plan.

Tax deferral on earnings. The Federal income tax law generally does not tax any increase in an owner's Contract Value until there is a distribution from the contract. However, certain requirements must be satisfied in order for this general rule to apply, including:

- . an individual must own the contract (or the tax law must treat the contract as owned by an individual);
- . the investments of the Separate Account must be "adequately diversified" in accordance with Internal Revenue Service ("IRS") regulations;
- . the owner's right to choose particular investments for a contract must be limited; and

- . the contract's Annuity Commencement Date must not occur near the end of the Annuitant's life expectancy.

Contracts not owned by an individual -- no tax deferral and loss of interest deduction. As a general rule, the Code does not treat a contract that is owned by an entity (rather than an individual) as an annuity contract for Federal income tax purposes. The entity owning the contract pays tax each year on the annual increase in Contract Value over the purchase payments paid for the contract. Contracts issued to a corporation or a trust are examples of contracts where the owner is currently taxed on the contract's earnings.

There are several exceptions to this rule. For example, the Code treats a contract as owned by an individual if the nominal owner is a trust or other entity that holds the

70

contract as an agent for an individual. However, this exception does not apply in the case of any employer that owns a contract to provide deferred compensation for its employees.

In the case of a contract issued after June 8, 1997 to a taxpayer that is not an individual, or a contract held for the benefit of an entity, the entity will lose its deduction for a portion of its otherwise deductible interest expenses. This disallowance does not apply if the nonnatural owner pays tax on the annual increase in the Contract Value. Entities that are considering purchasing the contract, or entities that will benefit from someone else's ownership of a contract, should consult a tax adviser.

Investments in the Separate Account must be diversified. For a contract to be treated as an annuity contract for Federal income tax purposes, the investments of the Separate Account must be "adequately diversified." The IRS has issued regulations that prescribe standards for determining whether the investments of the Separate Account, including the assets of each Portfolio in which the Separate Account invests, are adequately diversified. If the Separate Account fails to comply with these diversification standards, the owner could be required to pay tax for the year of such failure and each subsequent year on the untaxed income accumulated in the contract.

Although we do not control the investments of all of the Funds (we only indirectly control those of GE Investments Funds, Inc., through an affiliated company), we expect that the Funds will comply with the IRS regulations so that the Separate Account will be considered "adequately diversified."

Restrictions on the extent to which an owner can direct the investment of assets. In some circumstances, owners of variable contracts who possess excessive control over the investment of the underlying separate account assets may be treated as the owners of those assets and may be subject to tax on income produced by those assets. Although published guidance in this area does not address certain aspects of the contract, we believe that the owner of a contract should not be treated as the owner of the Separate Account assets. We reserve the right to modify the contract to bring it into conformity with applicable standards should such modifications be necessary to prevent an owner of the contract from being treated as the owner of the underlying Separate Account assets. However, there is no assurance such efforts would be successful.

Age at which income payments must begin. Federal income tax rules do not expressly identify a particular age by which income payments must begin. However, those rules do require that an annuity contract provide for amortization, through income payments, of the contract's purchase payments and earnings. If income payments begin or are scheduled to begin at a date that the IRS determines does not satisfy these rules, interest and gains under the contract could be taxable each year as they accrue.

71

No guarantees regarding tax treatment. We make no guarantees regarding the tax treatment of any contract or of any transaction involving a contract. However, the remainder of this discussion assumes that your contract will be treated as an annuity contract for Federal income tax purposes and that the tax law will not impose tax on any increase in your Contract Value until there is a distribution from your contract.

Partial withdrawals and surrenders. A partial withdrawal occurs when you receive less than the total amount of the Surrender Value. In the case of a partial withdrawal, you will pay tax on the amount you receive to the extent your Contract Value before the partial withdrawal exceeds your "investment in the contract." (This term is explained below.) This income (and all other income from your contract) is ordinary income. The Code imposes a higher rate of tax on ordinary income than it does on capital gains.

A surrender occurs when you receive the total amount of the contract's Surrender Value. In the case of a surrender, you will pay tax on the amount you receive to the extent it exceeds your "investment in the contract."

Your "investment in the contract" generally equals the total of your purchase payments under the contract, reduced by any amounts you previously received from the contract that you did not include in your income.

Your contract imposes charges relating to the death benefit, including any death benefit provided under an optional rider. It is possible that all or a portion of these charges could be treated as withdrawals from the contract.

In the case of Systematic Withdrawals, the amount of each Systematic Withdrawal should be considered a distribution and taxed in the same manner as a partial withdrawal from the contract.

Assignments and pledges. The Code treats any assignment or pledge of (or agreement to assign or pledge) any portion of your Contract Value as a withdrawal of such amount or portion.

Giftting a contract. If you transfer ownership of your contract -- without receiving full and adequate consideration -- to a person other than your spouse (or to your former spouse incident to divorce), you will pay tax on your Contract Value to the extent it exceeds your "investment in the contract." In such a case, the new owner's "investment in the contract" will be increased to reflect the amount included in your income.

72

Taxation of income payments. The Code imposes tax on a portion of each income payment (at ordinary income tax rates) and treats a portion as a nontaxable return of your "investment in the contract." We will notify you annually of the taxable amount of your income payment.

Pursuant to the Code, you will pay tax on the full amount of your income payments once you have recovered the total amount of the "investment in the contract." If income payments cease because of the death of the Annuitant(s) and before the total amount of the "investment in the contract" has been recovered, the unrecovered amount generally will be deductible.

If proceeds are left with us (Optional Payment Plan 4), they are taxed in the same manner as a surrender. The owner must pay tax currently on the interest credited on these proceeds. This treatment could also apply to Optional Payment Plan 3 depending on the relationship of the amount of the periodic payments to the period over which they are paid.

Taxation of the death benefit. We may distribute amounts from your contract because of the death of an owner, a joint owner, or an Annuitant. The tax treatment of these amounts depends on whether the owner, joint owner, or Annuitant (or joint Annuitant, if applicable) dies before or after the Annuity Commencement Date.

Taxation of Death Benefit if Paid Before the Annuity Commencement Date:

- . The death benefit is taxed in the same manner as an income payment if received under an optional payment plan.
- . If not received under an optional payment plan, the death benefit is taxed in the same manner as a surrender or a partial withdrawal, depending on the manner in which the death benefit is paid.

Taxation of Death Benefit if Paid After the Annuity Commencement Date.

- . The death benefit is includible in income to the extent that it exceeds the unrecovered "investment in the contract."

Penalty taxes payable on partial withdrawals, surrenders, or income payments. The Code may impose a penalty tax equal to 10% of the amount of any payment from your contract that is included in your gross income. The Code does not impose the 10% penalty tax if one of several exceptions applies. These exceptions include partial withdrawals and total surrenders or income payments that:

- . you receive on or after you reach age 59 1/2;

73

- . you receive because you became disabled (as defined in the tax law);
- . are received on or after the death of an owner; or
- . you receive as a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the taxpayer.

It is uncertain whether Systematic Withdrawals will qualify for this last exception. If they do, any modification of the Systematic Withdrawals, including

additional withdrawals apart from the Systematic Withdrawals, could result in certain adverse tax consequences. In addition, transfers among the Subaccounts may result in payments not qualifying for this exception.

Special rules if you own more than one contract. In certain circumstances, you may have to combine some or all of the Non-Qualified Contracts you own in order to determine the amount of an income payment, a surrender, or a partial withdrawal that you must include in income. For example:

- . if you purchase a contract offered by this prospectus and also purchase at approximately the same time an immediate annuity, the IRS may treat the two contracts as one contract;
- . if you purchase two or more deferred annuity contracts from the same life insurance company (or its affiliates) during any calendar year, the Code treats all such contracts as one contract for certain purposes.

The effects of such aggregation are not clear. However, it could affect:

- . the amount of a surrender, a partial withdrawal or an income payment that you must include in income; and
- . the amount that might be subject to the penalty tax.

#### SECTION 1035 EXCHANGES

Under Section 1035 of the Code, the exchange of one annuity contract for another annuity contract generally is not taxed (unless cash is distributed). To qualify as a nontaxable exchange however, certain conditions must be satisfied, e.g., the obligee(s) under the new annuity contract must be the same obligee(s) as under the original contract.

Upon the death of a non-spousal joint owner, the contract provides the surviving joint owner with the option of using the proceeds of this contract to purchase a separate annuity contract with terms and values that are substantially similar to those of this contract. Exercise of this option will not qualify as a tax-free exchange under Section 1035.

74

#### QUALIFIED RETIREMENT PLANS

We also designed the contracts for use in connection with certain types of retirement plans that receive favorable treatment under the Code. Contracts issued to or in connection with retirement plans that receive special tax treatment are called "Qualified Contracts." We may not offer all of the types of Qualified Contracts described herein in the future. Prospective purchasers should contact our Service Center to learn the availability of Qualified Contracts at any given time.

The Federal income tax rules applicable to qualified retirement plans are complex and varied. As a result, this prospectus makes no attempt to provide more than general information about use of the contract with the various types of qualified retirement plans. Persons intending to use the contract in connection with a qualified retirement plan should obtain advice from a tax adviser.

Types of Qualified Contracts. The types of Qualified Contracts currently being offered include:

- . Traditional Individual Retirement Accounts (IRAs)

permit individuals to make annual contributions of up to the lesser of a specified dollar amount for the year or the amount of compensation includible in the individual's gross income for the year. Certain employers may establish Simplified Employee Pensions (SEPs), which have higher contribution limits, on behalf of their employees. The Internal Revenue Service has not reviewed the contract for qualification as an IRA, and has not addressed in a ruling of general applicability whether death benefits such as those in the contract comport with IRA qualification requirements.

- . Roth IRAs permit certain eligible individuals to make non-deductible contributions to a Roth IRA. Distributions from a Roth IRA generally are not taxed, except that, once aggregate distributions exceed contributions to the Roth IRA, income tax and a 10% IRS penalty tax may apply to distributions made: (1) before age 59 1/2 (subject to certain exceptions); or (2) during the five taxable years starting with the years with the year in which the first contribution is made to any Roth IRA. A 10% IRS penalty tax may apply to amounts attributable to a conversion from an IRA if they are distributed during the five taxable years beginning in the year in which the conversion was made.
- . Corporate pension and profit-sharing plans under Section 401(a) of the Code allow corporate employers to establish various types of retirement plans for employees, and self-employed individuals to establish qualified plans ("H.R. 10 or Keough plans") for themselves and their employees.
- . 403(b) Plans allow employees of certain tax-exempt organizations and public schools to exclude from their gross income the purchase payments made, within

75

certain limits, to a contract that will provide an annuity for the employee's retirement. Distributions of: (1) salary reduction contributions made in years beginning after December 31, 1998; (2) earnings on those contributions; and (3) earnings on amounts held as of the last year beginning before January 1, 1989, are not allowed prior to age 59 1/2, severance from employment, death or disability. Salary reduction contributions (but not earnings) may also be distributed upon hardship, but would generally be subject to penalties.

Terms of qualified retirement plans and Qualified Contracts. The terms of a qualified retirement plan may affect your rights under a Qualified Contract. When issued in connection with a qualified retirement plan, we will amend a contract as generally necessary to conform to the requirements of the type of plan. However, the rights of any person to any benefits under qualified retirement plans may be subject to the terms and conditions of the plans themselves, regardless of the terms and conditions of the contract. In addition, we are not bound by the terms and conditions of qualified retirement plans to the extent such terms and conditions contradict the contract, unless we consent.

Employer qualified plans. Qualified plans sponsored by an employer or employee organization are governed by the provisions of the Code and the Employee Retirement Income Security Act, as amended ("ERISA"). ERISA is administered primarily by the U.S. Department of Labor. The Code and ERISA include requirements that various features be contained in an employer qualified plan such as: participation; vesting and funding; nondiscrimination;

limits on contributions and benefits; distributions; penalties; duties of fiduciaries; prohibited transactions; and withholding, reporting and disclosure.

In the case of certain qualified plans, if a participant is married at the time benefits become payable, unless the participant elects otherwise with written consent of the spouse, the benefits must be paid in the form of a qualified joint and survivor annuity. A qualified joint and survivor annuity is an annuity payable for the life of the participant with a survivor annuity for the life of the spouse in an amount that is not less than one-half of the amount payable to the participant during his or her lifetime. In addition, a married participant's beneficiary must be the spouse, unless the spouse consents in writing to the designation of a different beneficiary.

If this contract is purchased as an investment of a qualified plan, the owner will be either an employee benefit trust or the plan sponsor. Plan participants and beneficiaries will have no ownership rights in the contract. Only the owner, acting through its authorized representative(s) may exercise contract rights. Participants and beneficiaries must look to the plan fiduciaries for satisfaction of their rights to benefits under the terms of the qualified plan.

76

Where a contract is purchased by an employer-qualified plan, we assume no responsibility regarding whether the contract's terms and benefits are consistent with the requirements of the Code and ERISA. It is the responsibility of the employer, plan trustee and plan administrator to satisfy the requirements of the Code and ERISA applicable to the qualified plan. This prospectus does not provide detailed tax or ERISA information. Various tax disadvantages, including penalties, may result from actions that conflict with requirements of the Code or ERISA, and the regulations pertaining to those laws. Federal tax laws and ERISA are continually under review by Congress. Any changes in the laws or in the regulations pertaining to the laws may affect the tax treatment of amounts contributed to employer qualified plans and the fiduciary actions required by ERISA.

The death benefit and Qualified Contracts. Pursuant to IRS regulations, IRAs may not invest in life insurance contracts. We do not believe that these regulations prohibit the death benefit, including that provided by any death benefit rider option, from being provided under the contracts when we issue the contracts as Traditional IRAs, Roth IRAs or SEPs. However, the law is unclear and it is possible that the presence of the death benefit under a contract issued as a Traditional IRA, Roth IRA or a SEP could disqualify a contract and result in increased taxes to the owner.

It is also possible that the death benefit could be characterized as an incidental death benefit. If the death benefit were so characterized, this could result in currently taxable income to purchasers. In addition, there are limitations on the amount of incidental death benefits that may be provided under qualified plans, such as in connection with a Section 403(b) plan. Even if the death benefit under the contract were characterized as an incidental death benefit, it is unlikely to violate those limits unless the purchaser also purchases a life insurance contract in connection with such plan.

Treatment of Qualified Contracts compared with Non-Qualified Contracts. Although some of the Federal income tax rules are the same for both Qualified and Non-



Qualified Contracts, many of the rules are different. For example:

- . the Code generally does not impose tax on the earnings under either Qualified or Non-Qualified Contracts until the earnings are distributed;
- . the Code does not limit the amount of purchase payments and the time at which purchase payments can be made under Non-Qualified Contracts. However, the Code does limit both the amount and frequency of purchase payments made to Qualified Contracts;
- . the Code does not allow a deduction for purchase payments made for Non-Qualified Contracts, but sometimes allows a deduction or exclusion from income for purchase payments made to a Qualified Contract.

77

The Federal income tax rules applicable to qualified retirement plans and Qualified Contracts vary with the type of plan and contract. For example, Federal tax rules limit the amount of purchase payments that can be made, and the tax deduction or exclusion that may be allowed for the purchase payments. These limits vary depending on the type of qualified retirement plan and the circumstances of the plan participant, e.g., the participant's compensation.

Under most qualified retirement plans, the owner must begin receiving payments from the contract in certain minimum amounts by a certain date, generally April 1 following age 70 1/2 for Traditional IRAs and SEPs, and April 1 following the later of age 70 1/2 or retirement for other Qualified Contracts. However, these "minimum distribution rules" generally do not apply to a Roth IRA before the owner's death. The death benefit under your contract may increase the amount of minimum required distributions that must be taken from your contract.

Amounts received under Qualified Contracts. Federal income tax rules generally include distributions from a Qualified Contract in your income as ordinary income. Purchase payments that are deductible or excludible from income do not create "investment in the contract." Thus, under many Qualified Contracts there will be no "investment in the contract" and you include the total amount you receive in your income. There are exceptions. For example, you do not include amounts received from a Roth IRA if certain conditions are satisfied. In addition, failure to comply with the minimum distribution rules applicable to certain qualified retirement plans will result in the imposition of an excise tax. This excise tax generally equals 50% of the amount by which a minimum required distribution exceeds the actual distribution from the qualified retirement plan.

Federal penalty taxes payable on distributions. The Code may impose a penalty tax equal to 10% of the amount of any payment from your Qualified Contract that is includible in your income. The Code does not impose the penalty tax if one of several exceptions apply. The exceptions vary depending on the type of Qualified Contract you purchase. For example, in the case of an IRA, exceptions provide that the penalty tax does not apply to a partial withdrawal, surrender, or annuity payment:

- . received on or after the owner reaches age 59 1/2;
- . received on or after the owner's death or because of the owner's disability (as defined in the tax law);

- . received as a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the taxpayer; or
- . received as reimbursement for certain amounts paid for medical care.

78

These exceptions, as well as certain others not described here, generally apply to taxable distributions from other qualified retirement plans. However, the specific requirements of the exception may vary.

Moving money from one Qualified Contract or qualified retirement plan to another. Rollovers and Transfers: In many circumstances you may move money between Qualified Contracts and qualified retirement plans by means of a rollover or a transfer. Recent legislation has expanded these rollover options, including permitting for the first time the rollover of your after-tax contributions, for distributions made between 2002 and 2011. Special rules apply to such rollovers and transfers. If you do not follow the applicable rules, you may suffer adverse Federal income tax consequences, including paying taxes which you might not otherwise have had to pay. You should always consult a qualified tax adviser before you move or attempt to move assets between any Qualified Contract or plan and another Qualified Contract or plan.

Direct rollovers: The direct rollover rules apply to certain payments (called "eligible rollover distributions") from Section 401(a) plans, Section 403(b) plans, H.R. 10 plans, and Qualified Contracts used in connection with these types of plans. The direct rollover rules do not apply to distributions from IRAs. The direct rollover rules require Federal income tax equal to 20% of the eligible rollover distribution to be withheld from the amount of the distribution, unless the owner elects to have the amount directly transferred to certain Qualified Contracts or plans. Certain restrictions apply to the ability to rollover any after-tax amounts.

Prior to receiving an eligible rollover distribution from us, we will provide you with a notice explaining these requirements and the procedure for avoiding 20% withholding by electing a direct rollover.

FEDERAL INCOME  
TAX WITHHOLDING

We will withhold and remit to the IRS a part of the taxable portion of each distribution made under a contract unless the distributee notifies us at or before the time of the distribution that he or she elects not to have any amounts withheld. In certain circumstances, Federal income tax rules may require us to withhold tax. At the time you request a partial withdrawal or surrender, or income payment, we will send you forms that explain the withholding requirements.

STATE INCOME TAX  
WITHHOLDING

If required by the law of your state, we will also withhold state income tax from the taxable portion of each distribution made under the contract, unless you make an available election to avoid withholding. If permitted under state law, we will honor your request for voluntary state withholding.

79

TAX STATUS OF THE

Under existing Federal income tax laws, we do not pay tax

on investment income and realized capital gains of the Separate Account. We do not anticipate that we will incur any Federal income tax liability on the income and gains earned by the Separate Account. We, therefore, do not impose a charge for Federal income taxes. If Federal income tax law changes and we must pay tax on some or all of the income and gains earned by the Separate Account, we may impose a charge against the Separate Account to pay the taxes.

CHANGES IN THE  
LAW

This discussion is based on the Code, IRS regulations, and interpretations existing on the date of this prospectus. Congress, the IRS, and the courts may modify these authorities, however, sometimes retroactively.

80

Requesting Payments

To request a payment, you must provide us with notice in a form satisfactory to us. We will ordinarily pay any partial withdrawal or surrender proceeds from the Separate Account within seven days after receipt at our Service Center of a request in good order. We also will ordinarily make payment of lump sum death benefit proceeds from the Separate Account within seven days from the receipt of due proof of death and all required forms. We will determine payment amounts as of the end of the Valuation Period during which our Service Center receives the payment request or due proof of death and all required forms.

In most cases, when we pay the death benefit in a lump sum, we will pay these proceeds either:

- (1) to your designated beneficiary directly in the form of a check; or
- (2) by establishing an interest bearing account, called the "GE Secure Access Account," for the designated beneficiary, in the amount of the death benefit.

When establishing the GE Secure Access Account we will send the designated beneficiary a checkbook within seven days after we receive all the required documents, and the designated beneficiary will have immediate access to the account simply by writing a check for all or any part of the amount of the death benefit payment. The GE Secure Access Account is part of our General Account. It is not a bank account and it is not insured by the FDIC or any other government agency. As part of our General Account, it is subject to the claims of our creditors. We receive a benefit from all amounts left in the GE Secure Access Account. If we do not receive instructions from the designated beneficiary with regard to the form of death benefit payment, we will automatically establish the GE Secure Access Account.

We will delay making a payment from the Subaccount or applying Subaccount value to a payment plan if:

- (1) the disposal or valuation of the Subaccount is not reasonably practicable because:
  - . the SEC declares that an emergency exists (due to the emergency the disposal or valuation of the Separate Account's assets is not reasonably practicable);
  - . the New York Stock Exchange is closed for other than a regular holiday or weekend;
  - . trading is restricted by the SEC; or

81

- (2) the SEC, by order, permits postponement of payment to protect our owners.

State law requires that we reserve the right to defer payments from the Guarantee Account for a partial withdrawal or a total surrender for up to six months from the date we receive your request at our Service Center. We also may defer making any payments attributable to a check or draft that has not cleared until we are satisfied that the check or draft has been paid by the bank on which it is drawn.

If mandated under applicable law, we may be required to reject purchase payments and/or block an owner's account and thereby refuse to pay any request for transfers, partial withdrawals, surrenders or death benefits until instructions are received from the appropriate regulators. We also may be required to provide additional information about you or your account to government regulators.

82

#### Sales of the Contracts

##### PRINCIPAL UNDERWRITER

We have entered into an underwriting agreement with Capital Brokerage Corporation (doing business in Indiana, Minnesota, New Mexico, and Texas as GE Capital Brokerage Corporation) (collectively, "Capital Brokerage Corporation") for the distribution and sale of the contracts. Pursuant to this agreement, Capital Brokerage Corporation serves as principal underwriter for the contracts, offering them on a continuous basis. Capital Brokerage Corporation is located at 3001 Summer Street, 2nd Floor, Stamford, Connecticut 06905.

Capital Brokerage Corporation was organized as a corporation under the laws of the state of Washington in 1981 and is an affiliate of ours. Capital Brokerage Corporation is registered as a broker-dealer with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as well as with the securities commissions in the states in which it operates, and is a member of the NASD.

##### SALES OF THE CONTRACTS

Capital Brokerage Corporation offers the contracts through its registered representatives who are registered with the NASD and with the states in which they do business. More information about Capital Brokerage Corporation and the registered representatives is available at <http://www.nasdr.com> or by calling (800) 289-9999. You also can obtain an investor brochure from NASD Regulation describing its Public Disclosure Program. Registered representatives with Capital Brokerage Corporation are also licensed as insurance agents in the states in which they do business and are appointed with the Company.

Capital Brokerage Corporation also enters into selling agreements with an affiliated broker-dealer and unaffiliated broker-dealers to sell the contracts. The registered representatives of these selling firms are registered with the NASD and with the states in which they do business, are licensed as insurance agents in the states in which they do business and are appointed with us.

We pay compensation to Capital Brokerage Corporation for promotion and sales of the contracts by its registered representatives as well as by affiliated and unaffiliated

selling firms. This compensation consists of sales commissions and other cash and non-cash compensation. The maximum commission we may pay is 11.0% of your aggregate purchase payments.

The maximum commission consists of three parts -- commissions paid to internal and external wholesalers of Capital Brokerage Corporation ("wholesalers" are individuals employed by the Company and registered with Capital Brokerage Corporation that promote the offer and sale of the contracts), commissions paid to the affiliated and unaffiliated brokerage firm for whom the registered representative that sold your

83

contract is employed ("selling firms") and an amount paid to the selling firm for marketing and other payments related to the sale of the contract. Wholesalers with Capital Brokerage Corporation receive a maximum commission of 1.4% of your aggregate purchase payments.

After commission is paid to the wholesalers of Capital Brokerage Corporation, a commission is then paid to the selling firm. A maximum commission of 8.6% of your aggregate purchase payments is paid to the selling firm. The exact amount of commission paid to the registered representative who sold you your contract is determined by the brokerage firm for whom the representative is employed.

All selling firms receive commissions as described above based on the sale and receipt of purchase payments on the contract. Unaffiliated selling firms receive additional compensation, including marketing allowances and other payments. The maximum marketing allowance paid on the sale of a contract is 1.0% of purchase payments received. At times, Capital Brokerage Corporation may make other cash and non-cash payments to selling firms, (as well as receive payments from selling firms) for expenses relating to the recruitment and training of personnel, periodic sales meetings, the production of promotional sales literature and similar expenses. These expenses may also relate to the synchronization of technology between the Company, Capital Brokerage Corporation and the selling firm in order to coordinate data for the sale and maintenance of the contract. In addition, registered representatives may be eligible for non-cash compensation programs offered by Capital Brokerage Corporation or an affiliated company, such as conferences, trips, prizes and awards. The amount of other cash and non-cash compensation paid by Capital Brokerage Corporation or its affiliated companies ranges significantly among the selling firms. Likewise, the amount received by Capital Brokerage Corporation from the selling firms ranges significantly.

The commissions listed above are maximum commissions paid, and reflect situations where we pay a higher commission for a short period of time for a special promotion.

Commissions paid on the contracts, including other incentives and payments, are not charged directly to you or to your Contract Value, but indirectly through fees and charges imposed under the contracts.

All commissions, special marketing allowances and other payments made or received by Capital Brokerage Corporation to or from selling firms come from or are allocated to the general assets of Capital Brokerage Corporation or one of its affiliated companies. Therefore, regardless of the amount paid or received by Capital Brokerage Corporation or one of its affiliated companies, the amount of expenses you pay under the

contract do not vary because of such payments to or from such selling firms.

84

Even though your contract costs are not determined based on amounts paid to or received from Capital Brokerage Corporation or the selling firm, the prospect of receiving, or the receipt of, additional compensation as described above may create an incentive for selling firms and/or their registered representative to sell you this product versus a product with respect to which a selling firm does not receive additional compensation, or a lower level of additional compensation. You may wish to take such compensation arrangements into account when considering and evaluating any recommendation relating to the contracts.

During 2004, 2003 and 2002, \$5.9 million, \$17.0 million and \$5.3 million, respectively, was paid to Capital Brokerage Corporation for the sale of contracts in the Separate Account and any new purchase payments received. In 2004, 2003 and 2002, no underwriting commissions were paid to Capital Brokerage Corporation. Although neither we nor Capital Brokerage anticipate discontinuing the offering of the contracts, we do reserve the right to discontinue offering the contracts at any time.

85

#### Additional Information

OWNER  
QUESTIONS           The obligations to owners under the contracts are ours. Please direct your questions and concerns to us at our Service Center.

RETURN  
PRIVILEGE           Within 10 days after you receive the contract (or such longer period as may be required by applicable law), you may cancel it for any reason by delivering or mailing it postage prepaid, to our Service Center at:

GE Capital Life Assurance Company of New York  
Annuity New Business  
6610 West Broad Street  
Richmond, Virginia 23230

In the case of certain replacements, the free look period may be longer. If you cancel your contract, it will be void.

If you elect the Enhanced Payment Benefit Option, your refund will equal one of the following amounts:

- (i) if your Contract Value has increased or stayed the same, your refund will equal your Contract Value, minus any enhanced payment amount, but plus any mortality and expense risk charges, administrative expense charges and any enhanced payment charges we deducted on or before the date we received the returned contract; or
- (ii) if your Contract Value has decreased, your refund will equal your Contract Value, minus any enhanced payment amount, but plus any mortality and expense risk charges, administrative expense charges and any charges for the Enhanced Payment Benefit Option (and excluding any charges deducted by the Portfolios) we deducted on or before the date we received the returned contract.

If you do not elect the Enhanced Payment Benefit Option, the amount of the refund you receive will equal the Contract Value as of the Valuation Day our Service Center receives the returned contract (without reduction for any surrender charges) plus any charges we have deducted from purchase payments prior to the allocation to the Separate Account (and excluding any charges the Portfolios may have deducted) on or before the date we received the returned contract.

STATE  
REGULATION

As a life insurance company organized and operated under the laws of the State of New York, we are subject to provisions governing life insurers and to regulation by the New York Commissioner of Insurance.

86

Our books and accounts are subject to review and examination by the State Corporation Commission of the State of New York at all times. That Commission conducts a full examination of our operations at least every five years.

EVIDENCE OF  
DEATH, AGE,  
GENDER OR  
SURVIVAL

We may require proof of the age, gender or survival of any person or persons before acting on any applicable contract provision.

RECORDS AND  
REPORTS

As presently required by the 1940 Act and applicable regulations, we are responsible for maintaining all records and accounts relating to the Separate Account. At least once each year, we will send you a report showing information about your contract for the period covered by the report. The report will show the total Contract Value and a breakdown of the assets in each Subaccount and the Guarantee Account. The report also will show purchase payments and charges made during the statement period. We also will send you an annual and a semi-annual report for each Portfolio underlying a Subaccount to which you have allocated assets, as required by the 1940 Act. In addition, you will receive a written confirmation when you make purchase payments, transfers, or take partial withdrawals.

OTHER  
INFORMATION

We have filed a Registration Statement with the SEC, under the Securities Act of 1933 as amended, for the contracts being offered by this prospectus. This prospectus does not contain all the information in the Registration Statement, its amendments and exhibits. Please refer to the Registration Statement for further information about the Separate Account, the Company, and the contracts offered. Statements in this prospectus about the content of contracts and other legal instruments are summaries. For the complete text of those contracts and instruments, please refer to those documents as filed with the SEC and available on the SEC's website at <http://www.sec.gov>.

LEGAL  
PROCEEDINGS

The Company like other life insurance companies, is involved in lawsuits. In some lawsuits involving insurance companies, substantial damages have been sought and/or material settlement payments have been made. Although the Company cannot predict the outcome of any litigation with certainty, we believe that at the present time there are no pending or threatened lawsuits that are reasonably likely to have a material impact on us or the Separate Account.

Although it is not anticipated that these developments will have an adverse impact on the Separate Account or on the ability of Capital Brokerage Corporation to perform under its principal underwriting agreement, there can be no assurance at this time.

## Appendix

## Condensed Financial Information

The value of an Accumulation Unit is determined on the basis of changes in the per share value of the Portfolios and the assessment of Separate Account charges.

The Accumulation Unit values and the number of Accumulation Units outstanding for each Subaccount for the periods shown are as follows:

Each Annuitant Age 70 or Younger at Issue

<TABLE>

<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
AIM Variable Insurance Funds				
AIM V.I. Basic Value Fund -- Series II shares	\$12.91 10.00	\$14.10 12.91	47,248 2,061	2004 2003
AIM V.I. Capital Appreciation Fund -- Series I shares	8.49 6.65 8.92 10.00	8.92 8.49 6.65 8.92	25,078 15,406 10,256 4,333	2004 2003 2002 2001
AIM V.I. Growth Fund -- Series I shares	7.70 5.95 8.75 10.00	8.21 7.70 5.95 8.75	22,713 32,316 13,055 4,761	2004 2003 2002 2001
AIM V.I. International Growth Fund -- Series II shares	10.00	10.54	0	2004
AIM V.I. Premier Equity Fund -- Series I shares	7.68 6.23 9.06 10.00	8.00 7.68 6.23 9.06	74,822 76,578 75,286 14,343	2004 2003 2002 2001
AllianceBernstein Variable Products Series Fund, Inc.				
AllianceBernstein Global Technology Portfolio -- Class B (formerly, AllianceBernstein Technology Portfolio)	13.18 10.00	13.65 13.18	10,518 3,106	2004 2003
AllianceBernstein Growth and Income Portfolio -- Class B	9.27 7.12 9.29 10.00	10.16 9.27 7.12 9.29	228,096 163,858 113,958 32,844	2004 2003 2002 2001
AllianceBernstein International Value Portfolio -- Class B	10.00	10.54	--	2004
AllianceBernstein Large Cap Growth Portfolio -- Class B (formerly, AllianceBernstein Premier Growth Portfolio)	7.33 6.03 8.85 10.00	7.83 7.33 6.03 8.85	63,772 43,827 42,999 20,916	2004 2003 2002 2001
AllianceBernstein Small Cap Growth Portfolio -- Class B	9.21 6.28 9.39 10.00	10.38 9.21 6.28 9.39	2,712 2,719 2,906 38,816	2004 2003 2002 2001
Dreyfus				
The Dreyfus Socially Responsible Growth Fund, Inc. -- Initial Shares	7.50 6.04 8.63 10.00	7.85 7.50 6.04 8.63	12,167 12,095 7,848 1,048	2004 2003 2002 2001

</TABLE>



<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
Eaton Vance Variable Trust				
VT Floating-Rate Income Fund	\$10.12	\$10.25	167,089	2004
	9.97	10.12	52,650	2003
	10.00	9.97	--	2002
VT Worldwide Health Sciences Fund	13.33	13.95	15,863	2004
	10.40	13.33	3,671	2003
	10.00	10.40	--	2002
Evergreen Variable Annuity Trust				
Evergreen VA Omega Fund -- Class 2	10.00	10.63	--	2004
Federated Insurance Series				
Federated High Income Bond Fund II -- Service Shares	11.50	12.48	88,146	2004
	9.58	11.50	60,380	2003
	9.59	9.58	44,925	2002
	10.00	9.59	2,238	2001
Federated Kaufman Fund II -- Service Shares	13.31	15.02	32,321	2004
	10.00	13.31	6,995	2003
Fidelity Variable Insurance Products Fund				
VIP Asset Manager/SM/ Portfolio -- Service Class 2	10.00	10.36	1,130	2004
VIP Contrafund(R) Portfolio -- Service Class 2	10.62	12.06	203,828	2004
	8.41	10.62	72,701	2003
	9.44	8.41	29,566	2002
	10.00	9.44	3,048	2001
VIP Dynamic Capital Appreciation Portfolio -- Service Class 2	11.84	11.82	385	2004
	10.00	11.84	--	2003
VIP Equity-Income Portfolio -- Service Class 2	9.67	10.60	254,864	2004
	7.54	9.67	157,498	2003
	9.24	7.54	72,137	2002
	10.00	9.24	16,406	2001
VIP Growth Portfolio -- Service Class 2	7.97	8.10	99,376	2004
	6.11	7.97	55,200	2003
	8.89	6.11	31,710	2002
	10.00	8.89	6,389	2001
VIP Growth & Income Portfolio -- Service Class 2	9.46	9.83	119,324	2004
	7.77	9.46	64,991	2003
	9.49	7.77	19,892	2002
	10.00	9.49	4,205	2001
VIP Mid Cap Portfolio -- Service Class 2	12.33	15.15	170,648	2004
	9.05	12.33	74,762	2003
	10.21	9.05	46,954	2002
	10.00	10.21	9,631	2001
VIP Value Strategies Portfolio -- Service Class 2	10.00	11.27	10,444	2004

</TABLE>

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
GE Investments Funds, Inc.				
Income Fund	\$10.87	\$11.08	94,779	2004
	10.65	10.87	33,377	2003
	10.00	10.65	3,625	2002
Mid-Cap Equity Fund (formerly, Mid-Cap Value Equity Fund)	10.62	12.15	169,993	2004
	8.11	10.62	147,857	2003
	9.54	8.11	118,661	2002
	10.00	9.54	9,068	2001
Money Market Fund	1.00	1.00	2,102,116	2004
	1.01	1.00	779,343	2003
	1.01	1.01	275,280	2002
	1.00	1.01	108,666	2001
Premier Growth Equity Fund	9.21	9.72	63,264	2004
	7.25	9.21	48,329	2003
	9.31	7.25	37,355	2002
	10.00	9.31	2,290	2001
Real Estate Securities Fund	12.49	16.30	37,444	2004
	10.00	12.49	15,802	2003
S&P 500(R) Index Fund	8.87	9.65	1,547,487	2004
	7.02	8.87	786,490	2003
	9.17	7.02	627,019	2002
	10.00	9.17	24,366	2001
Small-Cap Value Equity Fund	11.15	12.66	224,023	2004
	9.12	11.15	208,180	2003
	10.74	9.12	153,331	2002
	10.00	10.74	9,466	2001
Total Return Fund	11.44	12.19	390,819	2004
	10.00	11.44	11,203	2003
U.S. Equity Fund	8.93	9.52	82,155	2004
	7.35	8.93	75,469	2003
	9.24	7.35	71,518	2002
	10.00	9.24	2,014	2001
Value Equity Fund	9.10	9.83	54,719	2004
	7.45	9.10	44,515	2003
	9.17	7.45	37,464	2002
	10.00	9.17	2,533	2001
Greenwich Street Series Fund				
Salomon Brothers Variable Aggressive Growth Fund -- Class II	12.57	13.58	7,997	2004
	10.00	12.57	--	2003
Janus Aspen Series				
Balanced Portfolio -- Service Shares	10.02	10.69	168,581	2004
	8.94	10.02	140,349	2003
	9.72	8.94	110,810	2002
	10.00	9.72	33,503	2001
Forty Portfolio -- Service Shares (formerly, Capital Appreciation Portfolio)	8.42	9.79	42,595	2004
	7.11	8.42	19,713	2003
	8.58	7.11	18,054	2002
	10.00	8.58	3,985	2001

</TABLE>

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
Janus Aspen Series (continued)				
Global Life Sciences Portfolio -- Service Shares	\$ 8.80	\$ 9.90	3,576	2004
	7.07	8.80	6,531	2003
	10.19	7.07	4,698	2002
	10.00	10.19	1,137	2001
Global Technology Portfolio -- Service Shares	6.67	6.61	3,044	2004
	4.62	6.67	4,098	2003
	7.93	4.62	5,022	2002
	10.00	7.93	2,389	2001
International Growth Portfolio -- Service Shares	8.30	9.71	34,633	2004
	6.26	8.30	19,669	2003
	8.55	6.26	8,952	2002
	10.00	8.55	1,742	2001
Large Cap Growth Portfolio -- Service Shares (formerly, Growth Portfolio)	7.59	7.80	26,211	2004
	5.86	7.59	26,467	2003
	8.11	5.86	20,303	2002
	10.00	8.11	4,940	2001
Mid Cap Growth Portfolio -- Service Shares	7.41	8.79	21,754	2004
	5.58	7.41	23,130	2003
	7.87	5.58	19,456	2002
	10.00	7.87	4,528	2001
Worldwide Growth Portfolio -- Service Shares	7.62	7.85	30,227	2004
	6.25	7.62	32,786	2003
	8.54	6.25	23,802	2002
	10.00	8.54	2,421	2001
Merrill Lynch Variable Series Funds, Inc.				
Merrill Lynch Basic Value V.I. Fund -- Class III Shares	10.00	10.88	--	2004
Merrill Lynch Large Cap Growth V.I. Fund -- Class III Shares	10.00	10.86	5,137	2004
Merrill Lynch Value Opportunities V.I. Fund -- Class III Shares (formerly, Merrill Lynch Small Cap Value V.I. Fund)	10.00	11.22	108,120	2004
MFS(R) Variable Insurance Trust				
MFS(R) Investors Growth Stock Series -- Service Class Shares	7.47	8.03	108,120	2004
	6.19	7.47	72,388	2003
	8.68	6.19	40,187	2002
	10.00	8.68	2,249	2001
MFS(R) Investors Trust Series -- Service Class Shares	8.39	9.19	74,830	2004
	6.99	8.39	29,812	2003
	9.00	6.99	16,546	2002
	10.00	9.00	2,238	2001
MFS(R) New Discovery Series -- Service Class Shares	8.58	8.98	44,943	2004
	6.52	8.58	20,670	2003
	9.70	6.52	10,094	2002
	10.00	9.70	428	2001
MFS(R) Total Return Series -- Service Class Shares	11.46	12.54	13,950	2004
	10.03	11.46	12,124	2003
	10.00	10.03	152	2002

</TABLE>

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
MFS(R) Variable Insurance Trust (continued)				
MFS(R) Utilities Series -- Service Class Shares	\$ 8.03	\$10.27	57,043	2004
	6.01	8.03	52,527	2003
	7.91	6.01	40,100	2002
	10.00	7.91	--	2001
Nations Separate Account Trust				
Nations Marsico Growth Portfolio	12.36	13.77	69,362	2004
	10.00	12.36	24,394	2003
Nations Marsico International Opportunities Portfolio	13.39	15.39	99,486	2004
	10.00	13.39	39,886	2003
Oppenheimer Variable Account Funds				
Oppenheimer Aggressive Growth Fund/VA -- Service Shares	12.00	14.13	3,632	2004
	10.00	12.00	2,535	2003
Oppenheimer Balanced Fund/VA -- Service Shares	10.00	10.95	9,611	2004
Oppenheimer Capital Appreciation Fund/VA -- Service Shares	12.77	13.41	71,661	2004
	9.91	12.77	8,853	2003
	10.00	9.91	--	2002
Oppenheimer Global Securities Fund/VA -- Service Shares	10.13	11.87	104,803	2004
	7.20	10.13	48,433	2003
	9.41	7.20	21,128	2002
	10.00	9.41	3,283	2001
Oppenheimer Main Street Fund/VA -- Service Shares	9.16	9.85	231,025	2004
	7.35	9.16	166,822	2003
	9.21	7.35	128,125	2002
	10.00	9.21	12,321	2001
Oppenheimer Main Street Small Cap Fund/VA -- Service Shares	13.40	15.74	64,389	2004
	9.43	13.40	26,082	2003
	10.00	9.43	160	2002
PIMCO Variable Insurance Trust				
Foreign Bond Portfolio (U.S. Dollar Hedged) -- Administrative Class Shares	11.12	11.57	1,889	2004
	11.04	11.12	2,416	2003
	10.35	11.04	2,641	2002
	10.00	10.35	1,017	2001
High Yield Portfolio -- Administrative Class Shares	11.84	12.78	115,339	2004
	9.78	11.84	72,936	2003
	10.04	9.78	26,611	2002
	10.00	10.04	5,392	2001
Long-Term U.S. Government Portfolio -- Administrative Class Shares	12.66	13.42	239,725	2004
	12.37	12.66	170,726	2003
	10.67	12.37	150,388	2002
	10.00	10.67	12,309	2001
Total Return Portfolio -- Administrative Class Shares	11.76	12.15	790,383	2004
	11.36	11.76	389,745	2003
	10.56	11.36	276,091	2002
	10.00	10.56	13,530	2001

</TABLE>

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
-----				
<S>	<C>	<C>	<C>	<C>
The Prudential Series Fund, Inc.				
-----				
Jennison Portfolio -- Class II	\$12.13	\$13.05	--	2004
	10.00	12.13	--	2003
-----				
Jennison 20/20 Focus Portfolio -- Class II	12.34	14.03	--	2004
	10.00	12.34	--	2003
-----				
Rydex Variable Trust				
-----				
OTC Fund	7.42	7.99	22,472	2004
	5.18	7.42	19,786	2003
	8.59	5.18	17,154	2002
	10.00	8.59	308	2001
-----				
Salomon Brothers Variable Series Funds Inc				
-----				
Salomon Brothers Variable All Cap Fund -- Class II	12.93	13.77	7,007	2004
	10.00	12.93	1,469	2003
-----				
Van Kampen Life Investment Trust				
-----				
Comstock Portfolio -- Class II Shares	10.37	12.00	50,022	2004
	8.05	10.37	15,943	2003
	10.00	8.05	--	2002
-----				
Emerging Growth Portfolio -- Class II Shares	8.56	9.00	4,758	2004
	7.26	8.56	2,320	2003
	10.00	7.26	--	2002
-----				

</TABLE>

The following Portfolios were added to the product on April 29, 2005.  
Therefore, no Condensed Financial Information is available:

American Century Variable Portfolios II, Inc. -- VP Inflation Protection  
Fund -- Class II  
Franklin Templeton Variable Insurance Products Trust -- Franklin Income  
Securities Fund -- Class 2 Shares  
Goldman Sachs Variable Insurance Trust -- Goldman Sachs Mid Cap Value Fund  
Merrill Lynch Variable Series Funds, Inc. -- Merrill Lynch Global Allocation  
V.I. Fund -- Class III Shares  
PIMCO Variable Insurance Trust -- All Asset Portfolio -- Advisor Class Shares  
PIMCO Variable Insurance Trust -- Low Duration Portfolio -- Administrative  
Class Shares  
The Prudential Series Fund, Inc. -- Natural Resources Portfolio -- Class II  
Salomon Brothers Variable Series Funds Inc -- Salomon Brothers Variable  
Total Return Fund -- Class II

A-6

Each Annuitant Over Age 70 at Issue

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
-----				
<S>	<C>	<C>	<C>	<C>
AIM Variable Insurance Funds				
-----				
AIM V.I. Basic Value Fund -- Series II	\$12.89	\$14.05	1,253	2004

shares	10.00	12.89	466	2003
AIM V.I. Capital Appreciation Fund -- Series I shares	8.45	8.86	696	2004
	6.63	8.45	1,093	2003
	8.91	6.63	988	2002
	10.00	8.91	302	2001
AIM V.I. Growth Fund -- Series I shares	7.66	8.15	750	2004
	5.93	7.66	751	2003
	8.74	5.93	768	2002
	10.00	8.74	--	2001
AIM V.I. International Growth Fund -- Series II shares	10.00	10.63	--	2004
AIM V.I. Premier Equity Fund -- Series I shares	7.64	7.94	13,257	2004
	6.21	7.64	25,335	2003
	9.05	6.21	20,837	2002
	10.00	9.05	4,925	2001
AllianceBernstein Variable Products Series Fund, Inc.				
AllianceBernstein Global Technology Portfolio -- Class B (formerly, AllianceBernstein Technology Portfolio)	13.16	13.61	--	2004
	10.00	13.16	--	2003
AllianceBernstein Growth and Income Portfolio -- Class B	9.22	10.09	54,273	2004
	7.09	9.22	63,264	2003
	9.28	7.09	64,654	2002
	10.00	9.28	16,785	2001
AllianceBernstein International Value Portfolio -- Class B	10.00	10.54	--	2004
AllianceBernstein Large Cap Growth Portfolio -- Class B (formerly, AllianceBernstein Premier Growth Portfolio)	7.29	7.77	17,236	2004
	6.01	7.29	18,188	2003
	8.84	6.01	6,812	2002
	10.00	8.84	2,429	2001
AllianceBernstein Small Cap Growth Portfolio -- Class B	9.16	10.30	1,528	2004
	6.26	9.16	1,528	2003
	9.37	6.26	1,529	2002
	10.00	9.37	--	2001
Dreyfus				
The Dreyfus Socially Responsible Growth Fund, Inc. -- Initial Shares	7.46	7.79	539	2004
	4.57	7.46	565	2003
	8.62	4.57	--	2002
	10.00	8.62	--	2001
Eaton Vance Variable Trust				
VT Floating-Rate Income Fund	10.09	10.21	36,250	2004
	9.96	10.09	26,638	2003
	10.00	9.96	--	2002
VT Worldwide Health Sciences Fund	13.29	13.89	2,410	2004
	10.40	13.29	2,410	2003
	10.00	10.40	--	2002

</TABLE>

A-7

<TABLE>  
<CAPTION>

	Accumulation	Accumulation	Number of
	Unit Values at	Unit Values at	Accumulation
			Units at

Subaccounts	Beginning of Period	End of Period	End of Period	Year
<S>	<C>	<C>	<C>	<C>
Evergreen Variable Annuity Trust				
Evergreen VA Omega Fund -- Class 2	\$10.00	\$10.61	--	2004
Federated Insurance Series				
Federated High Income Bond Fund	11.44	12.39	5,064	2004
II -- Service Shares	9.55	11.44	7,968	2003
	9.58	9.55	3,837	2002
	10.00	9.58	53	2001
Federated Kaufman Fund II -- Service Shares	13.30	14.97	903	2004
	10.00	13.30	1,979	2003
Fidelity Variable Insurance Products Fund				
VIP Asset Manager/SM/Portfolio -- Service Class 2	10.00	10.35	--	2004
VIP Contrafund(R) Portfolio -- Service Class 2	10.57	11.97	5,576	2004
	8.38	10.57	8,161	2003
	9.43	8.38	3,086	2002
	10.00	9.43	808	2001
VIP Dynamic Capital Appreciation Portfolio -- Service Class 2	11.83	11.78	--	2004
	10.00	11.83	--	2003
VIP Equity-Income Portfolio -- Service Class 2	9.62	10.52	26,278	2004
	7.52	9.62	26,370	2003
	9.23	7.52	9,911	2002
	10.00	9.23	2,062	2001
VIP Growth Portfolio -- Service Class 2	7.93	8.05	11,174	2004
	6.09	7.93	12,463	2003
	8.88	6.09	12,319	2002
	10.00	8.88	468	2001
VIP Growth & Income Portfolio -- Service Class 2	9.41	9.76	14,660	2004
	7.75	9.41	15,727	2003
	9.47	7.75	10,540	2002
	10.00	9.47	158	2001
VIP Mid Cap Portfolio -- Service Class 2	12.27	15.04	13,468	2004
	9.02	12.27	26,957	2003
	10.20	9.02	13,738	2002
	10.00	10.20	1,571	2001
VIP Value Strategies Portfolio -- Service Class 2	10.00	11.26	--	2004
GE Investments Funds, Inc.				
Income Fund	10.83	11.02	3,343	2004
	10.63	10.83	2,648	2003
	10.00	10.63	--	2002
Mid-Cap Equity Fund (formerly, Mid-Cap Value Equity Fund)	10.57	12.06	11,511	2004
	8.08	10.57	11,435	2003
	9.53	8.08	17,118	2002
	10.00	9.53	--	2001

</TABLE>

A-8

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
-------------	---	---	---	------

<S>	<C>	<C>	<C>	<C>
GE Investments Funds, Inc. (continued)				
Money Market Fund	\$ 1.00	\$ 0.99	49,033	2004
	1.01	1.00	123,792	2003
	1.01	1.01	179,540	2002
	1.00	1.01	9,904	2001
Premier Growth Equity Fund	9.16	9.65	2,675	2004
	7.23	9.16	2,768	2003
	9.30	7.23	1,795	2002
	10.00	9.30	--	2001
Real Estate Securities Fund	12.48	16.24	5,406	2004
	10.00	12.48	1,901	2003
S&P 500 (R) Index Fund	8.82	9.58	42,619	2004
	6.99	8.82	47,772	2003
	9.16	6.99	34,661	2002
	10.00	9.16	2,381	2001
Small-Cap Value Equity Fund	11.09	12.56	13,726	2004
	9.09	11.09	14,785	2003
	10.73	9.09	8,759	2002
	10.00	10.73	1,266	2001
Total Return Fund	11.42	12.15	9,115	2004
	10.00	11.42	8,700	2003
U.S. Equity Fund	8.89	9.46	4,238	2004
	7.33	8.89	4,238	2003
	9.23	7.33	5,075	2002
	10.00	9.23	28	2001
Value Equity Fund	9.06	9.76	6,342	2004
	7.42	9.06	7,469	2003
	9.16	7.42	8,216	2002
	10.00	9.16	--	2001
Greenwich Street Series Fund				
Salomon Brothers Variable Aggressive Growth Fund -- Class II	12.56	13.43	--	2004
	10.00	12.56	--	2003
Janus Aspen Series				
Balanced Portfolio -- Service Shares	9.96	10.61	26,410	2004
	8.91	9.96	36,951	2003
	9.70	8.91	41,381	2002
	10.00	9.70	2,523	2001
Forty Portfolio -- Service Shares (formerly, Capital Appreciation Portfolio)	8.38	9.72	1,121	2004
	7.08	8.38	1,277	2003
	8.57	7.08	1,214	2002
	10.00	8.57	1,718	2001
Global Life Sciences Portfolio -- Service Shares	8.75	9.83	7,784	2004
	7.05	8.75	8,446	2003
	10.18	7.05	5,576	2002
	10.00	10.18	--	2001

</TABLE>

A-9

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
Janus Aspen Series (continued)				



Global Technology Portfolio -- Service Shares	\$ 6.63 4.60 7.93 10.00	\$ 6.56 6.63 4.60 7.93	-- 332 333 --	2004 2003 2002 2001
International Growth Portfolio -- Service Shares	8.25 6.24 8.54 10.00	9.64 8.25 6.24 8.54	3,017 2,519 891 470	2004 2003 2002 2001
Large Cap Growth Portfolio -- Service Shares (formerly, Growth Portfolio)	7.55 5.84 8.10 10.00	7.74 7.55 5.84 8.10	6,555 6,859 4,967 --	2004 2003 2002 2001
Mid Cap Growth Portfolio -- Service Shares	7.37 5.56 7.86 10.00	8.73 7.37 5.56 7.86	11,725 2,927 1,801 --	2004 2003 2002 2001
Worldwide Growth Portfolio -- Service Shares	7.58 6.23 8.53 10.00	7.79 7.58 6.23 8.53	8,454 9,263 10,366 440	2004 2003 2002 2001
Merrill Lynch Variable Series Funds, Inc.				
Merrill Lynch Basic Value V.I. Fund -- Class III Shares	10.00	10.86	--	2004
Merrill Lynch Large Cap Growth V.I. Fund -- Class III Shares	10.00	10.85	--	2004
Merrill Lynch Value Opportunities V.I. Fund -- Class III Shares (formerly, Merrill Lynch Small Cap Value V.I. Fund)	10.00	11.20	--	2004
MFS(R) Variable Insurance Trust				
MFS(R) Investors Growth Stock Series -- Service Class Shares	7.44 6.17 8.67 10.00	7.97 7.44 6.17 8.67	6,521 5,766 15,424 504	2004 2003 2002 2001
MFS(R) Investors Trust Series -- Service Class Shares	8.35 6.97 8.99 10.00	9.13 8.35 6.97 8.99	5,849 5,421 5,971 426	2004 2003 2002 2001
MFS(R) New Discovery Series -- Service Class Shares	8.53 6.50 9.69 10.00	8.91 8.53 6.50 9.69	4,837 4,938 2,072 --	2004 2003 2002 2001
MFS(R) Total Return Series -- Service Class Shares	11.43 10.02 10.00	12.48 11.43 10.02	-- -- --	2004 2003 2002
MFS(R) Utilities Series -- Service Class Shares	7.99 5.99 7.90 10.00	10.20 7.99 5.99 7.90	8,475 7,726 8,996 62	2004 2003 2002 2001

</TABLE>

A-10

<TABLE>  
<CAPTION>

Accumulation      Accumulation      Number of  
Accumulation

Subaccounts	Unit Values at Beginning of Period	Unit Values at End of Period	Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
-----				
Nations Separate Account Trust				
-----				
Nations Marsico Growth Portfolio	\$12.36	\$13.72	8,786	2004
	10.00	12.36	24,394	2003
-----				
Nations Marsico International Opportunities Portfolio	13.39	15.33	5,263	2004
	10.00	13.39	39,886	2003
-----				
Oppenheimer Variable Account Funds -- Class 2 Shares				
-----				
Oppenheimer Aggressive Growth Fund/VA -- Service Shares	11.99	14.08	126	2004
	10.00	11.99	126	2003
-----				
Oppenheimer Balanced Fund/VA -- Service Shares	10.00	10.93	--	2004
-----				
Oppenheimer Capital Appreciation Fund/VA -- Service Shares	12.73	13.35	109	2004
	9.91	12.73	--	2003
	10.00	9.91	--	2002
-----				
Oppenheimer Global Securities Fund/VA -- Service Shares	10.08	11.78	14,961	2004
	7.17	10.08	8,202	2003
	9.39	7.17	3,631	2002
	10.00	9.39	924	2001
-----				
Oppenheimer Main Street Fund/VA -- Service Shares	9.11	9.78	23,156	2004
	7.33	9.11	34,292	2003
	9.20	7.33	24,867	2002
	10.00	9.20	2,197	2001
-----				
Oppenheimer Main Street Small Cap Fund/VA -- Service Shares	13.37	15.67	4,764	2004
	9.40	13.37	4,423	2003
	10.00	9.40	--	2002
-----				
PIMCO Variable Insurance Trust				
-----				
Foreign Bond Portfolio (U.S. Dollar Hedged) -- Administrative Class Shares	11.06	11.49	1,583	2004
	11.00	11.06	1,590	2003
	10.37	11.00	1,640	2002
	10.00	10.37	797	2001
-----				
High Yield Portfolio -- Administrative Class Shares	11.77	12.68	19,854	2004
	9.74	11.77	26,070	2003
	10.03	9.74	13,819	2002
	10.00	10.03	317	2001
-----				
Long-Term U.S. Government Portfolio -- Administrative Class Shares	12.60	13.33	18,407	2004
	12.33	12.60	23,243	2003
	10.49	12.33	27,306	2002
	10.00	10.49	10,317	2001
-----				
Total Return Portfolio -- Administrative Class Shares	11.69	12.06	64,580	2004
	11.32	11.69	85,023	2003
	10.51	11.32	62,340	2002
	10.00	10.51	8,306	2001
-----				
The Prudential Series Fund, Inc.				
-----				
Jennison Portfolio -- Class II	12.13	13.01	--	2004
	10.00	12.13	--	2003
-----				
Jennison 20/20 Focus Portfolio -- Class II	12.34	13.98	--	2004
	10.00	12.34	--	2003
-----				

</TABLE>

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
-----				
Rydex Variable Trust				
-----				
OTC Fund	\$ 7.38	\$ 7.94	8,330	2004
	5.16	7.38	4,636	2003
	8.58	5.16	5,514	2002
	10.00	8.58	--	2001
-----				
Salomon Brothers Variable Series Funds Inc				
-----				
Salomon Brothers Variable All Cap Fund -- Class II	12.92	13.73	--	2004
	10.00	12.92	--	2003
-----				
Van Kampen Life Investment Trust				
-----				
Comstock Portfolio -- Class II Shares	10.34	11.94	1,461	2004
	8.03	10.34	1,315	2003
	10.00	8.03	--	2002
-----				
Emerging Growth Portfolio -- Class II Shares	8.53	8.96	41	2004
	7.25	8.53	12	2003
	10.00	7.25	--	2002
-----				

</TABLE>

The following Portfolios were added to the product on April 29, 2005.  
Therefore, no Condensed Financial Information is available:

American Century Variable Portfolios II, Inc. -- VP Inflation Protection  
Fund -- Class II  
Franklin Templeton Variable Insurance Products Trust -- Franklin Income  
Securities Fund -- Class 2 Shares  
Goldman Sachs Variable Insurance Trust -- Goldman Sachs Mid Cap Value Fund  
Merrill Lynch Variable Series Funds, Inc. -- Merrill Lynch Global Allocation  
V.I. Fund -- Class III Shares  
PIMCO Variable Insurance Trust -- All Asset Portfolio -- Advisor Class Shares  
PIMCO Variable Insurance Trust -- Low Duration Portfolio -- Administrative  
Class Shares  
The Prudential Series Fund, Inc. -- Natural Resources Portfolio -- Class II  
Salomon Brothers Variable Series Funds Inc -- Salomon Brothers Variable  
Total Return Fund -- Class II

A-12

Each Annuitant Age 70 or Younger With the Enhanced Payment Benefit Option

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
-----				
AIM Variable Insurance Funds				
-----				
AIM V.I. Basic Value Fund -- Series II shares	\$12.89	\$14.06	62,802	2004
	10.00	12.89	19,517	2003
-----				
AIM V.I. Capital Appreciation Fund -- Series I shares	9.43	9.89	16,724	2004
	7.40	9.43	12,730	2003
	10.00	7.40	5,694	2002
-----				
AIM V.I. Growth Fund -- Series I shares	8.90	9.48	16,434	2004
	6.89	8.90	17,646	2003
	10.00	6.89	8,091	2002
-----				
AIM V.I. International Growth Fund -- Service II shares	10.00	10.63	--	2004
-----				

AIM V.I. Premier Equity Fund -- Series I shares	8.63	8.98	29,888	2004
	7.01	8.63	29,648	2003
	10.00	7.01	18,661	2002

-----  
AllianceBernstein Variable Products Series Fund, Inc.

AllianceBernstein Global Technology Portfolio -- Class B (formerly, AllianceBernstein Technology Portfolio)	13.17 10.00	13.62 13.17	9,531 8,384	2004 2003
AllianceBernstein Growth and Income Portfolio -- Class B	9.84 7.56 10.00	10.76 9.84 7.56	261,035 169,732 70,629	2004 2003 2002
AllianceBernstein International Value Portfolio -- Class B	10.00	10.54	3,222	2004
AllianceBernstein Large Cap Growth Portfolio -- Class B (formerly, AllianceBernstein Premier Growth Portfolio)	8.66 7.13 10.00	9.23 8.66 7.13	86,258 66,220 10,095	2004 2003 2002
AllianceBernstein Small Cap Growth -- Class B	9.92 6.78 10.00	11.16 9.92 6.78	6,232 8,989 7,344	2004 2003 2002

-----  
Dreyfus

The Dreyfus Socially Responsible Growth Fund, Inc. -- Initial Shares	8.77 7.08 10.00	9.17 8.77 7.08	18,353 2,414 --	2004 2003 2002
---	-----------------------	----------------------	-----------------------	----------------------

-----  
Eaton Vance Variable Trust

VT Floating-Rate Income Fund	10.10 9.97 10.00	10.22 10.10 9.97	250,029 28,306 --	2004 2003 2002
VT Worldwide Health Sciences Fund	13.30 10.40 10.00	13.90 13.30 10.40	33,095 13,554 --	2004 2003 2002

-----  
Evergreen Variable Annuity Trust

Evergreen VA Omega Fund -- Class 2	10.00	10.62	--	2004
------------------------------------	-------	-------	----	------

</TABLE>

A-13

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
Federated Insurance Series				
Federated High Income Bond Fund II -- Service Shares	\$11.75 9.80 10.00	\$12.73 11.75 9.80	71,122 37,414 12,646	2004 2003 2002
Federated Kaufman Fund II -- Service Shares	13.30 7.92 10.00	14.98 13.30 7.92	65,988 17,950 2,767	2004 2003 2002
Fidelity Variable Insurance Products Fund				
VIP Asset Manager/SM/ Portfolio -- Service Class 2	10.00	10.35	519	2004
VIP Contrafund(R) Portfolio -- Service Class 2	11.08 8.78 10.00	12.55 11.08 8.78	266,394 135,316 60,564	2004 2003 2002
VIP Dynamic Capital Appreciation Portfolio -- Service Class 2	11.83 10.00	11.79 11.83	97 --	2004 2003

VIP Equity-Income Portfolio -- Service Class 2	10.05	11.00	213,582	2004
	7.85	10.05	102,175	2003
	10.00	7.85	33,456	2002
VIP Growth Portfolio -- Service Class 2	8.88	9.01	103,478	2004
	6.81	8.88	62,076	2003
	10.00	6.81	20,580	2002
VIP Growth & Income Portfolio -- Service Class 2	9.89	10.27	120,440	2004
	8.15	9.89	33,551	2003
	10.00	8.15	19,172	2002
VIP Mid Cap Portfolio -- Service Class 2	11.94	14.64	146,394	2004
	8.77	11.94	95,913	2003
	10.00	8.77	48,119	2002
VIP Value Strategies Portfolio -- Service Shares 2	10.00	11.26	1,000	2004
GE Investments Funds, Inc.				
Income Fund	10.84	11.03	156,106	2004
	10.64	10.84	84,484	2003
	10.00	10.64	1,450	2002
Mid-Cap Equity Fund (formerly, Mid-Cap Value Equity Fund)	10.49	11.98	85,624	2004
	8.02	10.49	60,649	2003
	10.00	8.02	28,293	2002
Money Market Fund	0.99	0.98	1,138,513	2004
	1.00	0.99	689,523	2003
	1.00	1.00	449,804	2002
Premier Growth Equity Fund	9.64	10.15	51,834	2004
	7.60	9.64	36,081	2003
	10.00	7.60	11,446	2002
Real Estate Securities Fund	12.48	16.25	46,125	2004
	10.00	12.48	13,021	2003

</TABLE>

A-14

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
GE Investments Funds, Inc. (continued)	<C>	<C>	<C>	<C>
S&P 500(R) Index Fund	\$ 9.51	\$10.34	695,382	2004
	7.54	9.51	337,746	2003
	10.00	7.54	46,625	2002
Small-Cap Value Equity Fund	10.27	11.64	103,448	2004
	8.41	10.27	91,102	2003
	10.00	8.41	51,245	2002
Total Return Fund	11.42	12.16	202,048	2004
	10.00	11.42	31,429	2003
U.S. Equity Fund	9.45	10.05	23,804	2004
	7.79	9.45	20,235	2003
	10.00	7.79	12,337	2002
Value Equity Fund	9.62	10.37	74,152	2004
	7.88	9.62	57,237	2003
	10.00	7.88	26,584	2002
Greenwich Street Series Fund				

Salomon Brothers Variable Aggressive Growth Fund -- Class II	12.56	13.45	4,016	2004
	10.00	12.56	2,366	2003
-----				
Janus Aspen Series				
Balanced Portfolio -- Service Shares	10.17	10.84	190,850	2004
	9.09	10.17	167,564	2003
	10.00	9.09	80,645	2002
-----				
Forty Portfolio -- Service Shares (formerly, Capital Appreciation Portfolio)	9.97	11.58	4,628	2004
	8.43	9.97	3,856	2003
	10.00	8.43	--	2002
-----				
Global Life Sciences Portfolio -- Service Shares	9.42	10.59	2,737	2004
	7.59	9.42	2,674	2003
	10.00	7.59	198	2002
-----				
Global Technology Portfolio -- Service Shares	8.59	8.50	4,611	2004
	5.96	8.59	4,316	2003
	10.00	5.96	3,896	2002
-----				
International Growth Portfolio -- Service Shares	9.71	11.34	33,797	2004
	7.33	9.71	30,783	2003
	10.00	7.33	5,962	2002
-----				
Large Cap Growth Portfolio -- Service Shares (formerly, Growth Portfolio)	9.16	9.39	8,425	2004
	7.08	9.16	9,756	2003
	10.00	7.08	6,285	2002
-----				
Mid Cap Growth Portfolio -- Service Shares	10.27	12.17	7,352	2004
	7.74	10.27	6,079	2003
	10.00	7.74	5,577	2002
-----				
Worldwide Growth Portfolio -- Service Shares	8.93	9.19	34,824	2004
	7.34	8.93	40,941	2003
	10.00	7.34	33,137	2002

</TABLE>

A-15

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
-----				
Merrill Lynch Variable Series Funds, Inc.				
Merrill Lynch Basic Value V.I. Fund -- Class III Shares	\$10.00	\$10.87	2,080	2004
Merrill Lynch Large Cap Growth V.I. Fund -- Class III Shares	10.00	10.85	2,808	2004
Merrill Lynch Value Opportunities V.I. Fund -- Class III Shares (formerly, Merrill Lynch Small Cap Value V.I. Fund)	10.00	11.21	1,463	2004
-----				
MFS(R) Variable Insurance Trust				
MFS(R) Investors Growth Stock Series -- Service Class Shares	8.73	9.37	82,552	2004
	7.24	8.73	51,479	2003
	10.00	7.24	20,603	2002
-----				
MFS(R) Investors Trust Series -- Service Class Shares	9.23	10.09	178,250	2004
	7.70	9.23	86,862	2003
	10.00	7.70	35,076	2002
-----				
MFS(R) New Discovery Series -- Service Class Shares	8.97	9.38	48,727	2004
	6.83	8.97	45,717	2003
	10.00	6.83	7,509	2002
-----				
MFS(R) Total Return Series -- Service Class Shares	11.44	12.50	38,814	2004
	10.03	11.44	5,547	2003
	10.00	10.03	--	2002

MFS(R) Utilities Series -- Service Class Shares	10.65	13.61	34,079	2004
	7.99	10.65	8,480	2003
	10.00	7.99	4,054	2002
-----				
Nations Separate Account Trust				
-----				
Nations Marsico Growth Portfolio	12.35	13.74	32,534	2004
	10.00	12.35	17,018	2003
-----				
Nations Marsico International Opportunities Portfolio	13.38	15.35	29,327	2004
	10.00	13.38	8,270	2003
-----				
Oppenheimer Variable Account Funds				
-----				
Oppenheimer Aggressive Growth Fund/VA -- Service Shares	11.99	14.09	8,229	2004
	10.00	11.99	4,842	2003
-----				
Oppenheimer Balanced Fund/VA -- Service Shares	10.00	10.94	10,799	2004
-----				
Oppenheimer Capital Appreciation Fund/VA -- Service Shares	12.74	13.37	199,631	2004
	9.91	12.74	66,420	2003
	10.00	9.91	--	2002
-----				
Oppenheimer Global Securities Fund/VA -- Service Shares	10.53	12.32	116,739	2004
	7.49	10.53	89,718	2003
	10.00	7.49	47,524	2002
-----				
Oppenheimer Main Street Fund/VA -- Service Shares	9.74	10.46	331,477	2004
	7.83	9.74	242,188	2003
	10.00	7.83	127,593	2002
-----				
Oppenheimer Main Street Small Cap Fund/VA -- Service Shares	13.38	15.69	97,208	2004
	9.43	13.38	53,612	2003
	10.00	9.43	--	2002

</TABLE>

A-16

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
-----				
PIMCO Variable Insurance Trust				
-----				
Foreign Bond Portfolio (U.S. Dollar Hedged) -- Administrative Class Shares	\$10.72	\$11.13	7,254	2004
	10.65	10.72	3,381	2003
	10.00	10.65	3,186	2002
-----				
High Yield Portfolio -- Administrative Class Shares	11.74	12.66	130,738	2004
	9.71	11.74	76,350	2003
	10.00	9.71	39,904	2002
-----				
Long-Term U.S. Government Portfolio -- Administrative Class Shares	11.96	12.66	200,187	2004
	11.70	11.96	130,619	2003
	10.00	11.70	101,339	2002
-----				
Total Return Portfolio -- Administrative Class Shares	11.05	11.41	507,955	2004
	10.69	11.05	389,832	2003
	10.00	10.69	242,867	2002
-----				
The Prudential Series Fund, Inc.				
-----				
Jennison Portfolio -- Class II	12.12	13.02	5,487	2004
	10.00	12.12	4,620	2003
-----				
Jennison 20/20 Focus Portfolio -- Class II	12.32	13.99	965	2004
	10.00	12.32	--	2003

Rydex Variable Trust

OTC Fund	8.77	9.44	48,742	2004
	6.13	8.77	26,900	2003
	10.00	6.13	13,798	2002
-----				
Salomon Brothers Variable Series Funds Inc				
Salomon Brothers Variable All Cap Fund -- Class II	12.92	13.74	9,185	2004
	10.00	12.92	1,498	2003
-----				
Van Kampen Life Investment Trust				
Comstock Portfolio -- Class II Shares	10.35	11.95	61,659	2004
	8.05	10.35	23,679	2003
	10.00	8.05	--	2002
-----				
Emerging Growth Portfolio -- Class II Shares	8.54	8.97	9,109	2004
	7.26	8.54	6,477	2003
	10.00	7.26	--	2002

</TABLE>

The following Portfolios were added to the product on April 29, 2005.  
Therefore, no Condensed Financial Information is available:

American Century Variable Portfolios II, Inc. -- VP Inflation Protection Fund -- Class II  
Franklin Templeton Variable Insurance Products Trust -- Franklin Income Securities Fund -- Class 2 Shares  
Goldman Sachs Variable Insurance Trust -- Goldman Sachs Mid Cap Value Fund  
Merrill Lynch Variable Series Funds, Inc. -- Merrill Lynch Global Allocation V.I. Fund -- Class III Shares  
PIMCO Variable Insurance Trust -- All Asset Portfolio -- Advisor Class Shares  
PIMCO Variable Insurance Trust -- Low Duration Portfolio -- Administrative Class Shares  
The Prudential Series Fund, Inc. -- Natural Resources Portfolio -- Class II  
Salomon Brothers Variable Series Funds Inc -- Salomon Brothers Variable Total Return Fund -- Class II

A-17

Each Annuitant Over Age 70 With Enhanced Payment Benefit Option

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
AIM Variable Insurance Funds				
AIM V.I. Basic Value Fund -- Series II shares	\$12.88	\$14.02	7,503	2004
	10.00	12.88	6,296	2003
	10.00	10.00	--	2002
AIM V.I. Capital Appreciation Fund -- Series I shares	9.39	9.83	2,844	2004
	7.38	9.39	2,931	2003
	10.00	7.38	--	2002
AIM V.I. Growth Fund -- Series I shares	8.87	9.42	3,458	2004
	6.88	8.87	30	2003
	10.00	6.88	1,967	2002
-----				
AIM V.I. International Growth Fund -- Series II shares	10.00	10.62	--	2004
-----				
AIM V.I. Premier Equity Fund -- Series I shares	8.59	8.93	7,267	2004
	7.00	8.59	6,455	2003
	10.00	7.00	15,527	2002

AllianceBernstein Variable Products Series Fund, Inc.

AllianceBernstein Global Technology



Portfolio -- Class B (formerly, AllianceBernstein Technology Portfolio)	13.15 10.00	13.57 13.15	3,077 3,005	2004 2003
AllianceBernstein Growth and Income Portfolio -- Class B	9.80 7.55 10.00	10.70 9.80 7.55	87,605 72,558 29,436	2004 2003 2002
AllianceBernstein International Value Portfolio -- Class B	10.00	10.54	--	2004
AllianceBernstein Large Cap Growth Portfolio -- Class B (formerly, AllianceBernstein Premier Growth Portfolio)	8.62 7.12 10.00	9.18 8.62 7.12	19,610 16,464 3,300	2004 2003 2002
AllianceBernstein Small Cap Growth Portfolio -- Class B	9.88 6.77 10.00	11.10 9.88 6.77	-- -- --	2004 2003 2002
Dreyfus				
The Dreyfus Socially Responsible Growth Fund, Inc. -- Initial Shares	8.74 7.06 10.00	9.12 8.74 7.06	-- -- --	2004 2003 2002
Eaton Vance Variable Trust				
VT Floating-Rate Income Fund	10.07 9.97 10.00	10.17 10.07 9.97	73,987 8,927 --	2004 2003 2002
VT Worldwide Health Sciences Fund	13.27 10.40 10.00	13.84 13.27 10.40	2,313 1,094 --	2004 2003 2002
Evergreen Variable Annuity Trust				
Evergreen VA Omega Fund -- Class 2	10.00	10.60	--	2004
Federated Insurance Series				
Federated High Income Bond Fund II -- Service Shares	11.70 9.78 10.00	12.66 11.70 9.78	8,133 10,220 1,030	2004 2003 2002

</TABLE>

A-18

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
Federated Insurance Series (continued)				
Federated Kaufman Fund II -- Service Shares	\$13.28 7.90 10.00	\$14.93 13.28 7.90	5,995 3,471 427	2004 2003 2002
Fidelity Variable Insurance Products Fund				
VIP Asset Manager/SM/ Portfolio -- Service Class 2	10.00	10.34	--	2004
VIP Contrafund(R) Portfolio -- Service Class 2	11.04 8.77 10.00	12.48 11.04 8.77	29,932 13,793 2,258	2004 2003 2002

VIP Dynamic Capital Appreciation Portfolio -- Service Class 2	11.81 10.00	11.75 11.81	-- --	2004 2003
VIP Equity-Income Portfolio -- Service Class 2	10.01 7.84 10.00	10.94 10.01 7.84	60,159 52,444 22,674	2004 2003 2002
VIP Growth Portfolio -- Service Class 2	8.85 6.80 10.00	8.96 8.85 6.80	7,706 4,875 1,830	2004 2003 2002
VIP Growth & Income Portfolio -- Service Class 2	9.86 8.13 10.00	10.22 9.86 8.13	4,319 13,084 10,477	2004 2003 2002
VIP Mid Cap Portfolio -- Service Class 2	11.89 8.76 10.00	14.56 11.89 8.76	38,518 44,549 42,836	2004 2003 2002
VIP Value Strategies Portfolio -- Service Class 2	10.00	11.25	--	2004
GE Investments Funds, Inc.				
Income Fund	10.81 10.62 10.00	10.97 10.81 10.62	14,741 13,639 160	2004 2003 2002
Mid-Cap Equity Fund (formerly, Mid-Cap Value Equity Fund)	10.45 8.01 10.00	11.91 10.45 8.01	30,131 32,636 19,610	2004 2003 2002
Money Market Fund	0.99 1.00 1.00	0.98 0.99 1.00	467,693 526,897 686,286	2004 2003 2002
Premier Growth Equity Fund	9.61 7.59 10.00	10.10 9.61 7.59	6,558 10,227 1,455	2004 2003 2002
Real Estate Securities Fund	12.46 10.00	16.20 12.46	13,025 9,370	2004 2003
S&P 500(R) Index Fund	9.48 7.52 10.00	10.28 9.48 7.52	110,320 126,905 60,298	2004 2003 2002

</TABLE>

A-19

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
GE Investments Funds, Inc. (continued)				
Small-Cap Value Equity Fund	\$10.23 8.40 10.00	\$11.57 10.23 8.40	17,147 18,869 13,607	2004 2003 2002
Total Return Fund	11.41 10.00	12.12 11.41	12,533 10,503	2004 2003
U.S. Equity Fund	9.41 7.77 10.00	10.00 9.41 7.77	8,543 8,202 2,356	2004 2003 2002
Value Equity Fund	9.59 7.87 10.00	10.31 9.59 7.87	24,854 26,208 9,306	2004 2003 2002

## Greenwich Street Series Fund

Salomon Brothers Variable Aggressive Growth Fund -- Class II	12.54	13.40	2,075	2004
	10.00	12.54	163	2003

## Janus Aspen Series

Balanced Portfolio -- Service Shares	10.13	10.78	128,209	2004
	9.07	10.13	127,350	2003
	10.00	9.07	109,084	2002

Forty Portfolio -- Service Shares (formerly, Capital Appreciation Portfolio)	9.93	11.51	1,929	2004
	8.41	9.93	2,041	2003
	10.00	8.41	3,613	2002

Global Life Sciences Portfolio -- Service Shares	9.39	10.53	1,594	2004
	7.58	9.39	15	2003
	10.00	7.58	2,891	2002

Global Technology Portfolio -- Service Shares	8.56	8.45	2,839	2004
	5.95	8.56	12	2003
	10.00	5.95	4,779	2002

International Growth Portfolio -- Service Shares	9.67	11.27	6,131	2004
	7.32	9.67	5,991	2003
	10.00	7.32	1,352	2002

Large Cap Growth Portfolio -- Service Shares (formerly, Growth Portfolio)	9.12	9.34	2,883	2004
	7.07	9.12	28	2003
	10.00	7.07	1,124	2002

Mid Cap Growth Portfolio -- Service Shares	10.23	12.10	1,000	2004
	7.73	10.23	11	2003
	10.00	7.73	1,109	2002

Worldwide Growth Portfolio -- Service Shares	8.90	9.14	5,678	2004
	7.33	8.90	55	2003
	10.00	7.33	4,893	2002

&lt;/TABLE&gt;

A-20

<TABLE>  
<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
Merrill Lynch Variable Series Funds, Inc.				
Merrill Lynch Basic Value V.I. Fund -- Class III Shares	\$10.00	\$10.85	--	2004
Merrill Lynch Large Cap Growth V.I. Fund -- Class III Shares	10.00	10.84	--	2004
Merrill Lynch Value Opportunities V.I. Fund -- Class III Shares (formerly, Merrill Lynch Small Cap Value V.I. Fund)	10.00	11.19	--	2004
MFS(R) Variable Insurance Trust				
MFS(R) Investors Growth Stock Series -- Service Class Shares	8.70	9.31	34,396	2004
	7.23	8.70	38,613	2003
	10.00	7.23	34,313	2002
MFS(R) Investors Trust Series -- Service Class Shares	9.19	10.03	11,501	2004
	7.68	9.19	13,905	2003

	10.00	7.68	7,610	2002
MFS(R) New Discovery Series -- Service Class Shares	8.94	9.32	4,502	2004
	6.82	8.94	2,627	2003
	10.00	6.82	101	2002
MFS(R) Total Return Series -- Service Class Shares	11.41	12.44	643	2004
	10.03	11.41	175	2003
	10.00	10.03	--	2002
MFS(R) Utilities Series -- Service Class Shares	10.61	13.53	5,013	2004
	7.97	10.61	2,712	2003
	10.00	7.97	1,548	2002
Nations Separate Account Trust				
Nations Marsico Growth Portfolio	12.33	13.69	7,853	2004
	10.00	12.33	--	2003
Nations Marsico International Opportunities Portfolio	13.36	15.30	1,931	2004
	10.00	13.36	1,127	2003
Oppenheimer Variable Account Funds				
Oppenheimer Aggressive Growth Fund/VA -- Service Shares	11.97	14.04	177	2004
	10.00	11.97	101	2003
Oppenheimer Balanced Fund/VA -- Service Shares	10.00	10.92	452	2004
Oppenheimer Capital Appreciation Fund/VA -- Service Shares	12.71	13.30	4,496	2004
	9.91	12.71	997	2003
	10.00	9.91	--	2002
Oppenheimer Global Securities Fund/VA -- Service Shares	10.49	12.25	36,982	2004
	7.48	10.49	37,800	2003
	10.00	7.48	19,752	2002
Oppenheimer Main Street Fund/VA -- Service Shares	9.71	10.40	144,709	2004
	7.82	9.71	168,642	2003
	10.00	7.82	136,697	2002
Oppenheimer Main Street Small Cap Fund/VA -- Service Shares	13.34	15.61	15,415	2004
	9.43	13.34	8,173	2003
	10.00	9.43	--	2002

</TABLE>

A-21

<TABLE>

<CAPTION>

Subaccounts	Accumulation Unit Values at Beginning of Period	Accumulation Unit Values at End of Period	Number of Accumulation Units at End of Period	Year
<S>	<C>	<C>	<C>	<C>
PIMCO Variable Insurance Trust				
Foreign Bond Portfolio (U.S. Dollar Hedged) -- Administrative Class Shares	\$10.68	\$11.07	1,523	2004
	10.63	10.68	97	2003
	10.00	10.63	8,408	2002
High Yield Portfolio -- Administrative Class Shares	11.70	12.59	26,261	2004
	9.70	11.70	22,290	2003
	10.00	9.70	12,000	2002
Long-Term U.S. Government Portfolio -- Administrative Class Shares	11.91	12.59	64,930	2004
	11.68	11.91	105,328	2003
	10.00	11.68	92,981	2002
Total Return Portfolio -- Administrative Class Shares	11.01	11.34	129,504	2004
	10.68	11.01	142,859	2003
	10.00	10.68	111,409	2002

-----  
The Prudential Series Fund, Inc.  
-----

Jennison Portfolio -- Class II	12.10	12.98	622	2004
	10.00	12.10	670	2003
Jennison 20/20 Focus Portfolio -- Class II	12.31	13.94	--	2004
	10.00	12.31	--	2003
-----				
Rydex Variable Trust				
-----				
OTC Fund	8.74	9.38	26,709	2004
	6.12	8.74	634	2003
	10.00	6.12	699	2002
-----				
Salomon Brothers Variable Series Funds Inc				
-----				
Salomon Brothers Variable All Cap Fund -- Class II	12.90	13.69	--	2004
	10.00	12.90	--	2003
-----				
Van Kampen Life Investment Trust				
-----				
Comstock Portfolio -- Class II Shares	10.31	11.89	14,166	2004
	8.03	10.31	7,135	2003
	10.00	8.03	2,539	2002
-----				
Emerging Growth Portfolio -- Class II Shares	8.51	8.92	1,970	2004
	7.26	8.51	842	2003
	10.00	7.26	--	2002

</TABLE>

The following Portfolios were added to the product on April 29, 2005.  
Therefore, no Condensed Financial Information is available:

American Century Variable Portfolios II, Inc. -- VP Inflation Protection  
Fund -- Class II  
Franklin Templeton Variable Insurance Products Trust -- Franklin Income  
Securities Fund -- Class 2 Shares  
Goldman Sachs Variable Insurance Trust -- Goldman Sachs Mid Cap Value Fund  
Merrill Lynch Variable Series Funds, Inc. -- Merrill Lynch Global Allocation  
V.I. Fund -- Class III Shares  
PIMCO Variable Insurance Trust -- All Asset Portfolio -- Advisor Class Shares  
PIMCO Variable Insurance Trust -- Low Duration Portfolio -- Administrative  
Class Shares  
The Prudential Series Fund, Inc. -- Natural Resources Portfolio -- Class II  
Salomon Brothers Variable Series Funds Inc -- Salomon Brothers Variable  
Total Return Fund -- Class II

A-22

Table of Contents

Statement of Additional Information

<TABLE>

<CAPTION>

	Page
<S>	<C>
The Company.....	B-3
The Separate Account.....	B-4
Additional Information About the Guarantee Account.....	B-4
The Contracts.....	B-5
Transfer of Annuity Units.....	B-5
Net Investment Factor.....	B-5
Termination of Participation Agreements.....	B-6
Calculation of Performance Data.....	B-8

