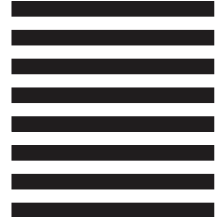




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**Rate Sheet Prospectus Supplement Dated October 21, 2024
To The Prospectus Dated October 21, 2024 For**

**JACKSON ADVANTAGE®
FLEXIBLE PREMIUM VARIABLE AND FIXED DEFERRED ANNUITY**

Issued by
**Jackson National Life Insurance Company of New York® through
JNLNY Separate Account I**

This Rate Sheet Prospectus Supplement is to be used in connection with the above-referenced prospectus. Please read and keep it together with your prospectus for future reference. To obtain an additional copy of the prospectus, please contact us at our Jackson of NY Customer Care Center, P.O. Box 24068, Lansing, Michigan, 48909-4068; 1-800-599-5651; www.jackson.com.

The purpose of this Rate Sheet Prospectus Supplement (“Supplement”) is to provide the current annual add-on benefit charges (referred to as the “charges”), and the Bonus percentages, Guaranteed Withdrawal Balance (“GWB”) Adjustment percentages, Guaranteed Annual Withdrawal Amount (“GAWA”) percentages, and Step-up methods (collectively referred to as the “rates”) for the Flex Guaranteed Minimum Withdrawal Benefit (“GMWB”) (Single) and (Joint), Highest Anniversary Value Guaranteed Minimum Death Benefit (“GMDB”), and Flex DB NY add-on benefits, as applicable. This Supplement also provides the current minimum and maximum annual fees you would pay for a single optional benefit, and the current lowest and highest cost you would incur each year, based on current charges. This Supplement replaces and supersedes any previously issued Rate Sheet Prospectus Supplement and must be used in conjunction with an effective prospectus. For complete information about the add-on benefits referenced in this Rate Sheet Prospectus Supplement, please see the applicable subsections under the “CONTRACT CHARGES”, “ACCESS TO YOUR MONEY”, and “DEATH BENEFIT” sections in the prospectus. Please note: current rates and charges applicable to benefit elections made on Contract Anniversaries after your Contract has already been issued are disclosed in a separate Post-Issue Rate Sheet Supplement.

The charges and rates below apply for applications signed on or after October 21, 2024.

It is important that you have the most current Rate Sheet Prospectus Supplement as of the date you sign your application. **This Supplement has no specified end date and can be superseded at any time.** If we supersede this Supplement with a new Rate Sheet Prospectus Supplement, the new Rate Sheet Prospectus Supplement will be filed a minimum of 10 calendar days prior to its effective date.

The current minimum and maximum annual fees (for a single optional benefit), as displayed in the “Ongoing Fees and Expenses (annual charges)” section of the table contained in the “IMPORTANT INFORMATION YOU SHOULD CONSIDER ABOUT THE CONTRACT” section of the prospectus are:

ANNUAL FEE	MINIMUM	MAXIMUM
3. Optional benefits available for an additional charge (for a single optional benefit, if elected) ³	0.25%	1.68%

^{3.} The minimum fee reflects an annualized percentage of the GMDB Benefit Base. The maximum fee reflects an annualized percentage of the GWB.

The current lowest and highest annual cost estimates, as displayed in the “Ongoing Fees and Expenses (annual charges)” section of the table contained in the “IMPORTANT INFORMATION YOU SHOULD CONSIDER ABOUT THE CONTRACT” section of the prospectus are:

LOWEST ANNUAL COST: \$1,656	HIGHEST ANNUAL COST: \$5,367
Assumes: <ul style="list-style-type: none"> • Investment of \$100,000 • 5% annual appreciation • Least expensive combination of Fund fees and expenses • No add-on benefits • No sales charges • No additional purchase payments, transfers or withdrawals 	Assumes: <ul style="list-style-type: none"> • Investment of \$100,000 • 5% annual appreciation • Most expensive combination of add-on benefits and Fund fees and expenses • No sales charges • No additional purchase payments, transfers or withdrawals

The current annual charges for the following add-on benefits are:

Add-on Benefit Name	Current Annual Charge	Charge Basis
Flex GMWB (Single)	Plus: 1.53%	GWB
	Core: 1.23%	
	Value: 0.54%	
Flex GMWB (Joint)	Plus: 1.68%	GWB
	Core: 1.53%	
	Value: 0.84%	
Highest Anniversary Value GMDB	0.25%	GMDB Benefit Base
Flex DB NY*	With Flex Value: 0.51%	GMWB Death Benefit
	With Flex Core: 0.51%	

* Flex DB NY is only available with elections of the Flex GMWB (Single) Value or Core benefit options.

The current rates for benefit options available with the Flex GMWB (Single) and (Joint) add-on benefits are:

Flex GMWB (Single)						
Benefit Option	Value		Core		Plus	
Bonus	4%		5%		6%	
Step-Up	Annual Contract Value		Annual Contract Value		Quarterly Contract Value	
GWB Adjustment	105%		105%		105%	
GAWA Percentages	Ages	GAWA%	Ages	GAWA %	Ages	GAWA%
	35-59	3.00%	35-59	4.00%	35-59	3.75%
	60-64	3.00%	60-64	4.00%	60-64	4.00%
	65-69	4.25%	65-69	5.35%	65-69	5.00%
	70-74	4.80%	70-74	6.00%	70-74	5.85%
	75-79	5.20%	75-79	6.50%	75-79	6.35%
	80-84	5.70%	80-84	7.10%	80-84	6.95%
	85-89	6.30%	85-89	7.85%	85-89	7.65%
	90-94	7.10%	90-94	8.80%	90-94	8.60%
95+	8.10%	95+	10.05%	95+	9.85%	

Flex GMWB (Joint)						
Benefit Option	Value		Core		Plus	
Bonus	4%		5%		5%	
Step-Up	Annual Contract Value		Annual Contract Value		Quarterly Contract Value	
GWB Adjustment	105%		105%		105%	
GAWA Percentages	Ages	GAWA%	Ages	GAWA %	Ages	GAWA%
	35-59	2.75%	35-59	3.75%	35-59	3.75%
	60-64	2.75%	60-64	3.75%	60-64	3.75%
	65-69	4.00%	65-69	4.65%	65-69	4.65%
	70-74	4.30%	70-74	5.00%	70-74	5.00%
	75-79	4.65%	75-79	5.40%	75-79	5.40%
	80-84	5.10%	80-84	5.90%	80-84	5.90%
	85-89	5.65%	85-89	6.50%	85-89	6.50%
	90-94	6.35%	90-94	7.30%	90-94	7.30%
95+	7.25%	95+	8.35%	95+	8.35%	

In order for you to receive the charges and rates disclosed in this Supplement, your application must be signed on or after the date referenced above, we must receive your application in Good Order within 14 calendar days from the date you sign your application, and your initial Premium Payment must be received within 14 calendar days (60 calendar days for 1035 exchanges, direct transfers, or direct rollovers) from the date you sign your application. Once your Contract is issued with the add-on benefit, the rates disclosed in this Supplement will not change as long as you own the add-on benefit, however the charges will be subject to any charge increase provisions outlined in your Contract.

Subject to meeting the timing requirements stated above, on the Issue Date, if the current rates have changed since the date you signed your application, the following will apply:

- If the Bonus percentage increased, you will receive the higher percentage in effect on the issue date.
- If the GAWA percentages increased, you will receive the higher percentages in effect on the issue date.
- If the GWB Adjustment percentage increased, you will receive the higher percentage in effect on the issue date.
- If the Annual Charge decreased, you will receive the lower charge in effect on your issue date.

However, if any of the rates associated with your election(s) decreased, or the Annual Charge(s) associated with your election(s) increased, you will receive all of the rates and Annual Charges associated with your election(s) that were in effect on the date you signed your application.

If the necessary paperwork and initial Premium Payment are not received within the timelines referenced above, you will receive the applicable charges and rates in effect as of the Contract's Issue Date.

If your application was signed prior to the application date shown above, please refer to your Contract for the charges and rates applicable to your add-on benefits, or contact our Jackson of NY Customer Care Center.

Please note: current rates and charges applicable to benefit elections made on Contract Anniversaries after your Contract has already been issued are disclosed in a separate Post-Issue Rate Sheet Supplement.

All Rate Sheet Prospectus Supplements are available by contacting our Jackson of NY Customer Care Center at 1-800-599-5651, and are also available at www.jackson.com/product-literature-2.html.

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**Post-Issue Rate Sheet Prospectus Supplement Dated October 21, 2024
To The Prospectus Dated October 21, 2024 For**

**JACKSON ADVANTAGE®
FLEXIBLE PREMIUM VARIABLE AND FIXED DEFERRED ANNUITY**

Issued by
**Jackson National Life Insurance Company of New York® through
JNLNY Separate Account I**

This Post-Issue Rate Sheet Prospectus Supplement is to be used in connection with the above-referenced prospectus. Please read and keep it together with your prospectus for future reference. To obtain an additional copy of the prospectus, please contact us at our Jackson of NY Customer Care Center, P.O. Box 24068, Lansing, Michigan, 48909-4068; 1-800-599-5651; www.jackson.com.

The purpose of this Post-Issue Rate Sheet Prospectus Supplement (“Supplement”) is to provide the current post-issue annual add-on benefit charges (referred to as the “charges”), and the Guaranteed Annual Withdrawal Amount (“GAWA”) percentages and Step-up methods (collectively referred to as the “rates”) for the Flex GMWB (Single) and (Joint) add-on benefits when elected on a Contract Anniversary. This Supplement replaces and supersedes any previously issued Post-Issue Rate Sheet Prospectus Supplement and must be used in conjunction with an effective prospectus. For complete information about the add-on benefits referenced in this Post-Issue Rate Sheet Prospectus Supplement, please see the applicable subsections under the “CONTRACT CHARGES” and “ACCESS TO YOUR MONEY” sections in the prospectus. Please note: current charges and rates applicable to elections of add-on benefits at the time of application and issue of your Contract are disclosed on a separate Rate Sheet Prospectus Supplement.

The charges and rates below apply for benefit election forms signed on or after October 21, 2024.

It is important that you have the most current Post-Issue Rate Sheet Prospectus Supplement as of the date you sign your benefit election form. **This Supplement has no specified end date and can be superseded at any time.** If we supersede this Supplement with a new Post-Issue Rate Sheet Prospectus Supplement, the new Post-Issue Rate Sheet Prospectus Supplement will be filed a minimum of 10 calendar days prior to its effective date.

The post-issue election annual charges for the Flex GMWB (Single) and (Joint) add-on benefits are:

Add-on Benefit Name	Current Annual Charge
Flex GMWB (Single)	1.53%
Flex GMWB (Joint)	1.53%

The current Bonus percentage(s), Step-up, GWB Adjustment percentage(s), and GAWA percentages for applicable post-issue elections of the Flex GMWB (Single) and (Joint) add-on benefits are:

Flex GMWB (Single)		
Benefit Option	Core	
Bonus	5%	
Step-Up	Annual Contract Value	
GWB Adjustment	105%	
GAWA Percentages	Ages	GAWA %
	35-59	3.75%
	60-64	3.75%
	65-69	5.00%
	70-74	5.35%
	75-79	5.80%
	80-84	6.35%
	85-89	7.00%
	90-94	7.85%
95+	8.95%	

Flex GMWB (Joint)		
Benefit Option	Core	
Bonus	5%	
Step-Up	Annual Contract Value	
GWB Adjustment	105%	
GAWA Percentages	Ages	GAWA %
	35-59	3.25%
	60-64	3.25%
	65-69	4.15%
	70-74	4.50%
	75-79	4.90%
	80-84	5.40%
	85-89	6.00%
	90-94	6.80%
95+	7.85%	

In order for you to receive the charges and rates disclosed in this Supplement, your benefit election form must be signed on or after the date referenced above. We must receive your benefit election form in Good Order at most ninety (90) calendar days before your Contract Anniversary and no later than 4:00pm Eastern Time on your Contract Anniversary. Once the add-on benefit has been added to your Contract, the rates disclosed in this Supplement will not change as long as you own the add-on benefit, however the charges will be subject to any charge increase provisions outlined in your Contract.

Subject to meeting the timing requirements stated above, on the effective date of your add-on benefit, if the current rates have changed since the date you signed your benefit election form, the following will apply:

- If the Bonus percentage increased, you will receive the higher percentage in effect on the effective date of your add-on benefit.
- If the GAWA percentages increased, you will receive the higher percentages in effect on the effective date of your add-on benefit.
- If the GWB Adjustment percentage increased, you will receive the higher percentage in effect on the effective date of your add-on benefit.
- If the Annual Charge decreased, you will receive the lower charge in effect on the effective date of your add-on benefit.

However, if any of the rates associated with your election(s) decreased, or the Annual Charge(s) associated with your election(s) increased, you will receive all of the rates and Annual Charges associated with your election(s) that were in effect on the date you signed your benefit election form.

If the necessary paperwork is not received within the timelines referenced above, you will receive the applicable charges and rates in effect as of the effective date of your add-on benefit.

If your benefit election form was signed prior to the benefit election form date shown above, please refer to your Contract for the charges and rates applicable to your add-on benefits, or contact our Jackson of NY Customer Care Center.

All Rate Sheet Prospectus Supplements are available by contacting our Jackson of NY Customer Care Center at 1-800-599-5651, and are also available at www.jackson.com/product-literature-2.html. Please note: current charges and rates applicable to elections of add-on benefits at the time of application and issue of your Contract are disclosed on a separate Rate Sheet Prospectus Supplement also found by following the link listed above.

JACKSON ADVANTAGE®
FLEXIBLE PREMIUM VARIABLE AND FIXED DEFERRED ANNUITY

Issued by
**Jackson National Life Insurance Company of New York® through
JNLNY Separate Account I**

The date of this prospectus is October 21, 2024. This prospectus states the information about the Separate Account, the Contract, and Jackson National Life Insurance Company of New York (“Jackson of NY®”) you should know before investing. This prospectus is a disclosure document and describes all of the Contract’s material features, benefits, rights, and obligations. The description of the Contract’s material provisions in this prospectus is current as of the date of this prospectus. If certain material provisions under the Contract are changed after the date of this prospectus, in accordance with the Contract, those changes will be described in a supplemented prospectus. You should carefully read this prospectus in conjunction with any applicable supplements. It is important that you also read the Contract and endorsements, which may reflect non-material variations. This information is meant to help you decide if the Contract will meet your needs. Please carefully read this prospectus and any related documents and keep everything together for future reference. Additional information about the Separate Account can be found in the Statement of Additional Information (“SAI”) dated October 21, 2024 that is available upon request without charge. To obtain a copy contact us at our:

Jackson of NY Customer Care Center
P.O. Box 24068
Lansing, Michigan 48909-4068
1-800-599-5651
www.jackson.com

This prospectus describes the investment options and optional features that we currently offer under the Contract. At the time you purchase the Contract, it is possible that not all of the optional features listed in this prospectus will be available, as we reserve the right to prospectively restrict availability of the optional features. In addition, certain broker-dealers selling the Contracts may limit the investment options and/or optional features that are available to their customers. Ask your financial professional about which investment options and/or optional features are not offered. If a particular investment option or optional feature that interests you is not offered, you may want to contact another broker-dealer to explore its availability. In addition, not all optional features may be available in combination with other optional features, as we also reserve the right to prospectively restrict the availability to elect certain features if certain other optional features have been elected. We reserve the right to limit the number of Contracts that you may purchase. We also reserve the right to refuse initial and any or all subsequent Premium payments. Some optional features, including certain living benefits and death benefits, contain withdrawal restrictions that, if exceeded, may have a significant negative impact on the value of the feature and may cause the feature to prematurely terminate. Please confirm with us or your financial professional that you have the most current prospectus and supplements to the prospectus that describe the availability and any restrictions on the optional features.

This prospectus utilizes Rate Sheet Prospectus Supplements to describe the current annual charges, Bonus percentages, Guaranteed Withdrawal Balance Adjustment percentages, and Guaranteed Annual Withdrawal Amount percentages for certain add-on living and death benefits. To obtain a copy of the most recent Rate Sheet Prospectus Supplement(s), please visit www.jackson.com/product-literature-2.html.

We offer other variable annuity products with different product features, benefits and charges. Ask your financial professional about availability and the details.

The Contract makes available for investment variable and fixed investment options. The variable options are Investment Divisions of the Separate Account, each of which invests in one of the Funds listed in Appendix A.

Additional information about certain investment products, including variable annuities, has been prepared by the SEC’s staff and is available at www.Investor.gov.

If you are a new investor in the Contract, you may cancel your Contract within 20 days of receiving it without paying fees or penalties. Upon receipt of your Contract, we will refund the Contract Value determined as of the Business Day on which we receive the Contract from you, including any fees or other charges deducted from the premiums or imposed under the Contract. You should review this prospectus, or consult with your financial professional, for additional information about the specific cancellation terms that apply.

You may elect to receive certain communications from Jackson of NY electronically by doing one of the following:

- Mailing in the postage-paid card on the cover of either this report or the Summary Prospectus;
- Calling 1-866-349-4564; or
- Signing up on www.jackson.com

Neither the SEC nor any state securities commission has approved or disapproved these securities or passed upon the adequacy of this prospectus. It is a criminal offense to represent otherwise. We do not intend for this prospectus to be an offer to sell or a solicitation of an offer to buy these securities in any state where this is not permitted.

• Not FDIC/NCUA insured • Not Bank/CU guaranteed • May lose value • Not a deposit • Not insured by any federal agency

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GLOSSARY

These terms are capitalized when used throughout this prospectus because they have special meaning. In reading this prospectus, please refer back to this glossary if you have any questions about these terms.

Accumulation Unit – a unit of measure we use to calculate the value in an Investment Division prior to the Income Date.

Annuitant – the natural person on whose life annuity payments for this Contract are based. The Contract allows for the naming of joint Annuitants. Any reference to the Annuitant includes any joint Annuitant.

Annuity Unit – a unit of measure we use in calculating the value of a variable annuity payment on and after the Income Date.

Beneficiary – the natural person or legal entity designated to receive any Contract benefits upon the Owner's death. The Contract allows for the naming of multiple Beneficiaries.

Business Day – each day that the New York Stock Exchange is open for business.

Completed Year – the succeeding twelve months from the date on which we receive a Premium payment. Completed Years specify the years from the date of receipt of the Premium and does not refer to Contract Years. If the Premium receipt date is on the Issue Date of the Contract then Completed Year 0-1 does not include the first Contract Anniversary. The first Contract Anniversary begins Completed Year 1-2 and each successive Completed Year begins with the Contract Anniversary of the preceding Contract Year and ends the day before the next Contract Anniversary.

For example, if the Premium receipt date is other than the Issue Date or a subsequent Contract Anniversary, there is no correlation of the Contract Anniversary date and Completed Years. For example, if the Issue Date is January 15, 2025 and a Premium payment is received on February 28, 2025 then, although the first Contract Anniversary is January 15, 2026, Completed Year 0-1 for that Premium payment would begin on February 28, 2025 and end on February 27, 2026. Completed Year 1-2 for that Premium payment would begin on February 28, 2026.

Contract – the individual deferred variable and fixed annuity contract, including any and any optional endorsements you may have selected.

Contract Anniversary – each one-year anniversary of the Contract's Issue Date.

Contract Month – the period of time between consecutive monthly anniversaries of the Contract's Issue Date.

Contract Monthly Anniversary – each one-month anniversary of the Contract's Issue Date.

Contract Quarter – the period of time between consecutive three-month anniversaries of the Contract's Issue Date.

Contract Quarterly Anniversary – each three-month anniversary of the Contract's Issue Date.

Contract Value – the sum of allocations between the Contract's Investment Divisions and Fixed Account Options.

Contract Year – the succeeding twelve months from a Contract's Issue Date and every anniversary. The first Contract Year (Contract Year 0-1) starts on the Contract's Issue Date and extends to, but does not include, the first Contract Anniversary. Subsequent Contract Years start on an anniversary date and extend to, but do not include, the next anniversary date.

For example, if the Issue Date is January 15, 2025, then the end of Contract Year 0-1 would be January 14, 2026, and January 15, 2026, which is the first Contract Anniversary, begins Contract Year 1-2.

Designated Life - the natural person on whose life various optional living benefit features are based.

Fixed Account – part of our General Account to which the Contract Value you allocate is guaranteed to earn a stated rate of return over the specified period. The Fixed Account consists of the Fixed Account Options.

Fixed Account Option – a Contract option within the Fixed Account for a specific period under which a stated rate of return will be credited.

Fund – a registered investment company in which an Investment Division of the Separate Account invests.

General Account – the General Account includes all our assets, including any Contract Value allocated to the Fixed Account, which are available to our creditors.

Good Order – when our administrative requirements, including all information, documentation and instructions deemed necessary by us, in our sole discretion, are met in order to issue a Contract or execute any requested transaction pursuant to the terms of the Contract.

Income Date – the date on which you begin receiving annuity payments.

Investment Division – one of multiple variable options of the Separate Account to allocate your Contract's value, each of which exclusively invests in a different available Fund. The Investment Divisions are called variable because the return on investment is not guaranteed.

Issue Date – the date your Contract is issued.

Jackson of NY, JNLNY, we, our, or us – Jackson National Life Insurance Company of New York. (We do not capitalize “we,” “our,” or “us” in the prospectus.)

Latest Income Date – the Contract Anniversary on which the Owner will be 95 years old, or such date allowed by the Company on a non-discriminatory basis or as required by an applicable qualified plan, law or regulation.

Market Value Adjustment – an adjustment to the Contract Value allocated to the Fixed Account that is withdrawn or transferred before the end of the period.

Owner, you or your – the natural person or legal entity entitled to exercise all rights and privileges under the Contract. Usually, but not always, the Owner is the Annuitant. The Contract allows for the naming of joint Owners. (We do not capitalize “you” or “your” in the prospectus.) Any reference to the Owner includes any joint Owner.

Premium(s) – considerations paid into the Contract by or on behalf of the Owner.

Rate Sheet Prospectus Supplement - a supplement to the prospectus that lists certain values currently applicable to new purchases of add-on benefits.

Remaining Premium – total Premium paid into the Contract, reduced by withdrawals of Premium, including the withdrawal charges, before Withdrawals are adjusted for any applicable Market Value Adjustments or charges.

Required Minimum Distribution (RMD) – for certain qualified contracts, the amount defined under the Internal Revenue Code as the minimum distribution requirement as applied to your Contract only. This definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract.

Separate Account – JNLNY Separate Account I. The Separate Account is divided into sub-accounts generally referred to as Investment Divisions.

IMPORTANT INFORMATION YOU SHOULD CONSIDER ABOUT THE CONTRACT

	FEES AND EXPENSES	LOCATION IN PROSPECTUS		
Charges for Early Withdrawals	If you withdraw money from your Contract within 7 Complete Years following your last Premium payment, you will be assessed a withdrawal charge. The maximum withdrawal charge is 7.0% of the Remaining Premium withdrawn during the first Completed Year. For example, if you make an early withdrawal within the first Completed Year, you could pay a withdrawal charge of up to \$7,000 on a \$100,000 investment. The withdrawal charge then declines by 1% per year for each additional Completed Year, until the end of the seventh Completed Year, after which no charge is made.	Contract Charges-Transaction Expenses: Withdrawal Charge		
Transaction Charges	In addition to withdrawal charges, you also may be charged for other transactions, such as when you transfer cash value between investment options more than 25 times a year, or if you request expedited delivery or wire transfer of funds.	Contract Charges-Transaction Expenses		
Ongoing Fees and Expenses (annual charges)	The table below describes the fees and expenses that you may pay <i>each year</i> , depending on the options you choose. Please refer to your Contract Data Pages for information about the specific fees you will pay each year based on the options you have elected.		Contract Charges-Add-On Benefit Expenses, Add-On Death Benefit Expenses	
	ANNUAL FEE	MINIMUM	MAXIMUM	
	1. Base Contract ¹	1.11%	1.11%	Contract Charges-Annual Contract Expenses: Core Contract Charge
	2. Investment options (Fund fees and expenses) ²	0.52%	2.44%	Contract Charges-Fund Expenses
	3. Optional benefits available for an additional charge (for a single optional benefit, if elected) ³	See current Rate Sheet Prospectus Supplement	See current Rate Sheet Prospectus Supplement	Contract Charges-Add-On Benefit Expenses Rate Sheet Prospectus Supplement
	<ol style="list-style-type: none"> 1. As a percentage of average daily Contract Value of the Investment Divisions. 2. As a percentage of average Fund net assets. 3. This prospectus utilizes Rate Sheet Prospectus Supplements to describe the current minimum and maximum charges you would pay for a single optional benefit, if elected. To obtain a copy of the most recent Rate Sheet Prospectus Supplement(s), please visit www.jackson.com/product-literature-2.html. 			

Because your Contract is customizable, the choices you make affect how much you will pay. To help you understand the cost of owning your Contract, the following table shows the lowest and highest cost you could pay each year, based on current charges. This estimate assumes that you do not take withdrawals from the Contract, **which could add surrender (withdrawal) charges that substantially increase costs.**

	LOWEST ANNUAL COST: See Current Rate Sheet Prospectus Supplement	HIGHEST ANNUAL COST: See Current Rate Sheet Prospectus Supplement	Rate Sheet Prospectus Supplement
	Assumes: <ul style="list-style-type: none"> • Investment of \$100,000 • 5% annual appreciation • Least expensive combination of Fund fees and expenses • No add-on benefits • No sales charges • No additional purchase payments, transfers or withdrawals 	Assumes: <ul style="list-style-type: none"> • Investment of \$100,000 • 5% annual appreciation • Most expensive combination of add-on benefits and Fund fees and expenses • No sales charges • No additional purchase payments, transfers or withdrawals 	
	RISKS		Location in Prospectus
Risk of Loss	You can lose money by investing in this Contract.		Principal Risks
Not a Short-Term Investment	This Contract is not designed for short-term investing and is not appropriate for an investor who needs ready access to cash. Withdrawal charges apply for up to 7 years following your last Premium payment. They will reduce the value of your Contract if you withdraw money during that time. The benefits of tax deferral and living benefit protections also mean the Contract is more beneficial to investors with a long time horizon.		Principal Risks
Risks Associated with Investment Options	<ul style="list-style-type: none"> • An investment in this Contract is subject to the risk of poor investment performance and can vary depending on the performance of the investment options you choose. • Each investment option (Investment Divisions and Fixed Account Options) has its own unique risks. • Early withdrawals from a Fixed Account Option are subject to a Market Value Adjustment. • You should review the investment options before making an investment decision. 		Principal Risks
Insurance Company Risks	Any obligations (including under the Fixed Account Options), guarantees, and benefits of the Contract are subject to the claims-paying ability of Jackson of NY. More information about Jackson of NY is available upon request by visiting our website at www.jackson.com or by calling 1-800-599-5651.		Principal Risks
	RESTRICTIONS		
Investments	<ul style="list-style-type: none"> • We reserve the right to charge \$25 for each transfer when you transfer money between Investment Divisions in excess of 25 times in a Contract Year. • Jackson of NY may remove or substitute Funds as investment options available under the Contract, and may limit or suspend availability of the Fixed Account Options. 		Principal Risks
Optional Benefits	<ul style="list-style-type: none"> • Certain benefits may limit withdrawals or other rights under the Contract. Under certain benefits, a withdrawal could reduce the value of a benefit by more than the dollar amount of the withdrawal. • Not all add-on benefits are available through all broker-dealers and may vary by date of purchase. • We may modify or discontinue an add-on benefit at any time. 		Benefits Available Under the Contracts

TAXES		
Tax Implications	<ul style="list-style-type: none"> • Consult with a tax professional to determine the tax implications of an investment in and purchase payments received under this Contract. • If you purchase the Contract through a tax-qualified plan or individual retirement account (IRA), you do not get any additional tax deferral. • Earnings on your Contract are taxed at ordinary income tax rates when you withdraw them, and you may have to pay a penalty if you take a withdrawal before age 59 ½. 	<u>Taxes</u>
CONFLICTS OF INTEREST		
Investment Professional Compensation	Your financial professional or other investment professionals may receive compensation for selling this Contract to you in the form of commissions, revenue sharing, and other compensation programs. Accordingly, investment professionals may have a financial incentive to offer or recommend this Contract over another investment.	<u>Distribution of Contracts</u>
Exchanges	Some investment professionals may have a financial incentive to offer you a new contract in place of the one you own. You should only consider exchanging your Contract if you determine, after comparing the features, fees, and risks of both contracts, that it is in your best interest to purchase the new contract rather than continue to own your existing Contract.	<u>Non-Qualified Contracts - 1035 Exchanges</u>

OVERVIEW OF THE CONTRACT

Q. What is this Contract, and what is it designed to do?

A. The Jackson Advantage Contract is intended to help you save for retirement or another long-term investment purpose through investments in a variety of investment options during the accumulation phase. The Contract also offers death benefits to protect your designated Beneficiaries. Through the annuitization feature, the Contract can supplement your retirement income by providing a stream of income payments. The Contract also offers certain optional living benefits that provide you with the ability to take guaranteed withdrawals. This Contract may be appropriate if you have a long investment time horizon. It is not intended for people who may need to make early or frequent withdrawals or intend to engage in frequent trading in the Funds.

Q. How do I accumulate assets in the Contract and receive income from the Contract?

A. Your Contract has two phases:

- the accumulation phase, when you make Premium payments to us, and
- the income phase, when we make income payments to you.

Accumulation Phase

During the accumulation phase, to help you accumulate assets, you can allocate your Premium payments to:

- a variety of Investment Divisions. Each Investment Division invests in a corresponding (mutual fund) Fund, each of which has its own investment strategies, investment adviser(s), expense ratios, and returns; and
- a variety of Fixed Account Options, subject to availability, which offer a guaranteed fixed interest rate for a specified period. The Fixed Account Options are not available if you elect certain add-on benefits.

A list of Funds and additional information about the Funds in which the Investment Divisions currently invest is provided in Appendix A: Funds Available Under the Contract.

Income Phase

You can elect to annuitize your Contract and turn your Contract Value into a stream of fixed and/or variable income payments from us. (Variable payments depend on the performance of the Investment Divisions.) Currently, we offer income options that provide payments for (i) the life of the Annuitant(s), (ii) a specified period, or (iii) a combination of life and a specified period. We may offer other options, at our discretion, where permitted by state law. At the Income Date, you can choose to receive fixed payments or variable payments.

Please note that if you annuitize, your Contract Value will be converted to income payments and you may no longer withdraw money at will from your Contract. All add-on benefits terminate when you begin taking income payments.

Q. What are the Contract's primary features and options?

A. Accessing your money. Until you annuitize, you have full access to your money. You can choose to withdraw your Contract Value at any time (although if you withdraw early, you may have to pay a withdrawal charge, a contract maintenance charge, charges due under any optional endorsement, a Market Value Adjustment, and/or taxes, including tax penalties). Certain withdrawals could substantially reduce or even terminate the benefits available under the Contract.

Tax treatment. Your Premium payments accumulate on a tax-deferred basis. This means your earnings are not taxed until you take money out of your Contract, such as when (1) you make a withdrawal; (2) you receive an income payment from the Contract; or (3) upon payment of a death benefit.

Death benefits. Your Contract includes a Basic Death Benefit that will pay your designated Beneficiaries the greater of: (i) your Contract Value on the date we receive all required documentation from your Beneficiary; or (ii) the total Premiums you have paid since your Contract was issued reduced for prior withdrawals (including any applicable charges and adjustments) in the same proportion that the Contract Value was reduced on the date of the withdrawal. You can purchase optional add-on

death benefits under the Contract that provide additional death benefits for an additional fee. These add-on death benefits may increase the amount of money payable to your designated Beneficiaries upon your death.

Add-on benefits that occur during your lifetime. For an additional fee, you can purchase a guaranteed minimum withdrawal benefit (GMWB) that guarantees the withdrawal of a minimum annual amount (GAWA) for a specified period or for life, regardless of the performance of the underlying investment options, subject to certain conditions. Some add-on benefits may provide significant incentives for not taking the guaranteed withdrawals. In addition, exercising your right to opt out of charge increases to the add-on benefits will impact your ability to make subsequent premium payments into your Contract, and cut off some of the features of the add-on benefits. All add-on benefits terminate when you annuitize your Contract voluntarily or on the Latest Income Date, including the For Life payments guaranteed by the benefits. Some add-on benefits may provide an income option that allows the equivalent of For Life payments when you annuitize on the Latest Income Date.

Extended Care Benefit. At no additional charge, we currently include an Extended Care Benefit with all Contracts. This benefit increases the amount that can be withdrawn from your Contract without a withdrawal charge when certain qualifying events occur.

Rebalancing. At no additional charge, you can arrange to have us automatically reallocate your Contract Value among Investment Divisions and the one-year Fixed Account Option (if currently available) periodically to maintain your selected allocation percentages. Certain restrictions apply.

Dollar Cost Averaging. Alternately, at no additional charge, you may select either (i) Dollar Cost Averaging, which automatically transfers a dollar amount or percentage of money periodically from the one-year Fixed Account Option or any of the Investment Divisions into the Investment Divisions and other Fixed Account Options, or (ii) Dollar Cost Averaging Plus (DCA+), which automatically transfers a dollar amount or percentage of money periodically from the DCA+ Fixed Account Option to Investment Divisions or other Fixed Account Options. Certain restrictions apply.

Earnings Sweep. At no additional charge, you can choose to move your earnings from the one-year Fixed Account Option, if currently available, and the JNL/Dreyfus Government Money Market Investment Division. Restrictions apply.

FEES AND EXPENSES TABLES

The following tables describe the fees and expenses that you will pay when purchasing, owning, and making partial or total withdrawals from the Contract. Please refer to your Contract Data Pages for information about the specific fees you will pay each year based on the options you have elected.

Fees and expenses also may apply after the Income Date. For more information, please see “INCOME PAYMENTS (THE INCOME PHASE)” beginning on page 56.

The first table (and footnotes) describes the fees and expenses that you will pay at the time that you purchase the Contract, take withdrawals from the Contract or transfer cash value between investment options.

Transaction Expenses

Withdrawal Charge (as a percentage of Remaining Premium)								
Completed Years Since Receipt of Premium	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7+
Base Schedule	7.0%	6.0%	5.0%	4.0%	3.0%	2.0%	1.0%	0.0%

Transfer Charge (per transfer after 25 in a Contract Year)		\$25
Premium Taxes (Percentage of each Premium) ¹	Minimum	0.0%
	Maximum	2.0%
Expedited Delivery Charge ²		\$22.50
Wire Transfers (for withdrawals) ³		\$25

1. Currently, Premium taxes do not apply.
2. Between Monday and Friday, the Expedited Delivery Charge is \$10. On Saturday, the Expedited Delivery Charge is \$22.50.
3. Standard wire fees are \$20, international wire fees are \$25.

The next table describes the fees and expenses that you will pay each year during the time that you own the Contract (not including Fund fees and expenses). If you choose to purchase an add-on benefit, you will pay additional charges, as shown below.

Annual Contract Expenses

Administrative Charges	Maximum Charge
Annual Contract Maintenance Charge ¹	\$30
Base Contract Charges (% of average daily account value of Investment Divisions)	Maximum Charge
Core Contract Charge ^{2,3}	1.10%

1. This charge is waived on Contract Value of \$50,000 or more. This charge is deducted proportionally from allocations to the Investment Divisions and the Fixed Account either annually (on your Contract Anniversary) or in conjunction with a total withdrawal, as applicable.
2. This charge is reduced to 1.00% if the Contract Value on the later of the Issue Date or the most recent Contract Quarterly Anniversary is greater than or equal to \$1 million.
3. If the Contract Value Death Benefit option is elected, the Core Contract Charge is 1.00%. The charge is reduced to 0.90% if the Contract Value on the later of the Issue Date or the most recent Contract Quarterly Anniversary is greater than or equal to \$1 million.

Optional Benefit Charges	
Add-On Death Benefit Charges (% of average daily contract value of Investment Divisions)	Maximum Charge
Highest Anniversary Value Guaranteed Minimum Death Benefit	0.50%

Add-On Death Benefit Charges (% of benefit base)¹	Maximum Charge
Flex DB ⁴ NY (only available with specified benefit options on the Flex GMWB) ^{2, 5}	1.02%
Add-On Guaranteed Minimum Withdrawal Benefit (“GMWB”) Charges (% of benefit base)	Maximum Charge
For Life GMWB With Bonus and Step-Up to the Highest Quarterly Contract Value (“Flex GMWB”) ⁵	3.00%
Joint For Life GMWB With Bonus and Step-Up to the Highest Quarterly Contract Value (“Flex With Joint Option GMWB”) ^{3, 6}	3.00%

1. For Flex DB NY, the charge is calculated based on the applicable percentage of the GMWB Death Benefit.
2. The maximum annual charges used in the table are based on election of the Flex Core benefit option.
3. The maximum annual charges used in the table are based on election of the most expensive benefit option under the Flex GMWB. The Flex GMWB includes different benefit options you may elect, and each benefit option results in different charges.
4. Prior to August 28, 2023, Flex DB NY was called LifeGuard Freedom Flex DB NY.
5. Prior to August 28, 2023, Flex GMWB was called LifeGuard Freedom Flex GMWB.
6. Prior to August 28, 2023, Flex With Joint Option GMWB was called LifeGuard Freedom Flex With Joint Option GMWB.

The next table shows the minimum and maximum total operating expenses charged by the Funds that you may pay periodically during the time that you own the Contract (before any fee waiver or expense reimbursement). The expenses are expressed as a percentage of average net assets of the Funds and may be higher or lower in the future. A complete list of Funds available under the Contract, including their annual expenses, may be found in Appendix A.

Annual Fund Expenses

	Minimum	Maximum
Expenses that are deducted from the Fund assets, including management and administration fees, distribution and/or service (12b-1) fees, and other expenses as of December 31, 2021.	0.52%	2.44%

EXAMPLE

The table below is intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity contracts. These costs include transaction expenses, annual Contract expenses and annual Fund expenses. The Example assumes that you invest \$100,000 in the Contract for the time periods indicated. The Example also assumes that your investment has a 5% return each year, and assumes the most expensive combination of annual Fund expenses and add-on benefits available for an additional charge (using the maximum possible charge). Although your actual costs may be higher or lower, based on these assumptions your costs would be:

If you take a total withdrawal of your Contract Value at the end of the applicable time period				If you annuitize at the end of the applicable time period				If you do <u>not</u> take a total withdrawal of your Contract Value			
1 Year	3 Years	5 Years	10 Years	1 Year*	3 Years	5 Years	10 Years	1 Year	3 Years	5 Years	10 Years
\$14,463	\$26,821	\$38,454	\$65,586	\$7,463	\$21,821	\$35,454	\$65,586	\$7,463	\$21,821	\$35,454	\$65,586

*Please be aware that, although we show this cost for comparison purposes, you are not allowed to annuitize this Contract within 13 months of the Contract’s Issue Date.

The example does not represent past or future expenses. Your actual costs may be higher or lower.

FINANCIAL STATEMENTS

The financial statements of the Separate Account and Jackson of NY are incorporated by reference in the Statement of Additional Information. To obtain a copy of the financial statements, please visit www.jackson.com/product-literature-2.html. The financial statements of the Separate Account include information about all the contracts offered through the Separate Account. The financial

statements of Jackson of NY that are included should be considered only as bearing upon the company's ability to meet its contractual obligations under the Contracts. Jackson of NY's financial statements do not bear on the future investment experience of the assets held in the Separate Account. For your copy of the Statement of Additional Information, please contact us at the Jackson of NY Customer Care Center. Our contact information is on the cover page of this prospectus.

THE ANNUITY CONTRACT

Your Contract is a contract between you, the Owner, and us. Your Contract is intended to help facilitate your retirement savings on a tax-deferred basis, or other long-term investment purposes, and provides for a death benefit. Purchases under tax-qualified plans should be made for other than tax deferral reasons. Tax-qualified plans provide tax deferral that does not rely on the purchase of an annuity contract. We will not issue a Contract to someone older than age 85. Add-on benefits may have different requirements, as noted.

You may allocate your Contract Value to

- our Fixed Account, as may be made available by us, or as may be otherwise limited by us, or to
- Investment Divisions of the Separate Account that invest in underlying Funds.

Your Contract, like all deferred annuity contracts, has two phases:

- the **accumulation phase**, the potential growth phase of your investment when you make Premium payments to us, and
- the **income phase**, when we make income payments to you.

As the Owner, you can exercise all the rights under your Contract. In general, joint Owners jointly exercise all the rights under the Contracts. In some cases, such as telephone and internet transactions, joint Owners may authorize each joint Owner to act individually. On jointly owned Contracts, correspondence and required documents will be sent to the address of record of the primary Owner.

You can assign your Contract at any time during your lifetime, but we will not be bound until we receive written notice of the assignment (there is an assignment form) in Good Order. An assignment may be a taxable event. Your ability to change ownership is limited on Contracts with one of the For Life GMWBs. Please contact the Jackson of NY Customer Care Center for help and more information.

The Contract is an individual flexible Premium variable and fixed deferred annuity. This prospectus provides a description of the material rights and obligations under the Contract. Your Contract and any add-on benefits are the formal contractual agreement between you and the Company.

JACKSON OF NY

The obligations under the Contract (including Fixed Account obligations, death benefits, living benefits, or other benefits available under the Contract) are obligations of Jackson of NY and are subject to Jackson of NY's claims-paying ability and financial strength. Jackson of NY's principal business address is 2900 Westchester Avenue, Purchase, New York 10577.

THE FIXED ACCOUNT

Contract Value that you allocate to a Fixed Account Option will be placed with other assets in our General Account. Unlike the Separate Account, the General Account is not segregated or insulated from the claims of the insurance company's creditors. Investors are looking to the financial strength of the insurance company for its obligations under the Contract, including, for example, guaranteed minimum death benefits and guaranteed minimum withdrawal benefits. The Fixed Account is not registered with the SEC. Disclosures regarding the Fixed Account, however, may be subject to the general provisions of the federal securities laws relating to the accuracy and completeness of statements made in prospectuses. For more information, please see the application, check with the financial professional helping you to purchase the Contract, or contact us at our Jackson of NY Customer Care Center.

A Fixed Account Option credits interest to your Contract Value in the Fixed Account for a specified period that you select, so long as the Contract Value is not withdrawn, transferred, or annuitized until the end of the specified period. Currently we offer a one year Fixed Account Option. We may, from time to time, make additional Fixed Account Options available for election. Please check with your financial professional for current Fixed Account Option availability. You may not elect any Fixed Account Option that extends

beyond the Income Date, other than the one-year option; and election of the one-year option will not extend the Income Date. Rather, commencing on the Income Date, we will cease to credit interest under any one-year Fixed Account Option that has not yet reached the end of its term.

Rates of Interest We Credit. The Contracts guarantee a Fixed Account minimum interest rate that applies to every Fixed Account Option under any Contract, regardless of the term of that option. The Fixed Account minimum interest rate guaranteed by the Contracts at least equals the minimum rate prescribed by the applicable nonforfeiture law. In addition, we establish a declared rate of interest (“base interest rate”) at the time you allocate any Premium payment or other Contract Value to a Fixed Account Option, and that base interest rate will apply to that allocation for the entire term of the Fixed Account Option that you select. To the extent that the base interest rate that we establish for any allocation is higher than the Fixed Account minimum interest rate, we will credit that allocation with the higher base interest rate. Thus, the declared base interest rate could be greater than the guaranteed Fixed Account minimum interest rate specified in your Contract, but will never cause your allocation to be credited at less than the currently applicable Fixed Account minimum interest rate. We may declare different base interest rates at different times, although any new base interest rate Jackson of NY declares for a Fixed Account Option will apply only to Premiums or other amounts allocated to that Fixed Account Option after the new rate goes into effect.

The Fixed Account minimum interest rate will be a rate, credited daily, that will be reset every January pursuant to a formula that is prescribed under applicable state nonforfeiture laws and that is set forth in the Contracts. Specifically, the Fixed Account minimum interest rate will be reset each January to equal the average of the daily five-year Constant Maturity Treasury Rates reported by the Federal Reserve for the preceding October (rounded to the nearest 1/20 of a percent), less 1.25%, *provided* that the Fixed Account minimum interest rate will never be less than 1% or more than 3%. As noted above, these limits are prescribed by state nonforfeiture laws and set forth in the Contracts. This means that the Fixed Account minimum interest rate applicable to your Contract will in no case ever exceed a maximum of 3%. Your Contract’s initial Fixed Account minimum interest rate will be stated in your Contract, and will be the rate that is in effect on the Contract’s Issue Date pursuant to the preceding formula. Thereafter, on the Contract Monthly Anniversary in each January, the Fixed Account minimum interest rate will be reset in accordance with the formula above.

If you allocate a Premium payment or other Contract Value to a Fixed Account Option, the Fixed Account minimum interest rate in effect at the time of the allocation will apply to that allocation until the reset of the Fixed Account minimum interest rate on the next Contract Monthly Anniversary in January. At that point, the Fixed Account minimum interest rate will be reset according to the formula detailed above, which could change the amount of interest you earn thereafter on that allocation. Thus, if the new Fixed Account minimum interest rate is higher than the rate previously being credited to your allocation to a Fixed Account Option, the interest rate being credited may increase to that new higher rate. On the other hand, if the new Fixed Account minimum interest rate is lower than the rate being credited to your allocation, the interest rate being credited may decrease to that lower rate, but will never fall below the base interest rate. We will advise you of any new Fixed Account minimum interest rate in the fourth quarter report for the calendar year preceding the January Contract Monthly Anniversary on which the change occurs.

For the most current information about applicable interest rates, you may contact your financial professional or our Jackson of NY Customer Care Center (at the address and phone number on the cover page of this prospectus).

Market Value Adjustment. A Market Value Adjustment may apply to amounts withdrawn or transferred from a Fixed Account Option prior to the end of the specified period. The Market Value Adjustment reflects changes in the level of interest rates since the beginning of the Fixed Account Option period. In order to determine whether there will be a Market Value Adjustment, we first consider the base interest rate of the Fixed Account Option from which you are removing Contract Value as a withdrawal or transfer. As discussed above under ‘Rates of Interest we Credit,’ the ‘base interest rate’ is a rate which we declare at the time you allocate any amount to a Fixed Account Option and which we credit to that Fixed Account Option if and when such base interest rate is higher than the Fixed Account minimum interest rate. The Market Value Adjustment is based on the relationship of the base interest rate on your Fixed Account Option to the ‘current new business interest rate,’ which is a rate that we use solely for purposes of calculating the amount of any Market Value Adjustment. The ‘current new business interest rate’ is 0.25% per annum greater than the base interest rate we are then offering on new allocations to Fixed Account Options with the same duration as your Fixed Account Option. If we are not offering that duration at the time of your withdrawal or transfer, we will estimate a base interest rate for that duration based on the closest durations that we are then offering.

If the base interest rate available on a new Fixed Account Option at the time of your withdrawal or transfer is higher than the base interest rate declared at your allocation to a Fixed Account Option, a downward adjustment to the amount withdrawn or transferred may apply, which would reduce the amount paid or transferred. If the base interest rate credited to a new Fixed Account Option at the time of withdrawal or transfer is lower than the base interest rate declared at the time of your allocation to a Fixed Account Option, an upward adjustment to the amount withdrawn or transferred may apply, which would increase the amount paid or transferred. There will be no Market Value Adjustment if the two rates are the same. A Market Value Adjustment will not otherwise affect the values under your Contract.

If the current new business interest rate is greater than the base interest rate for the Fixed Account Option from which the amount is removed, there will be no Market Value Adjustment if the difference between the two is less than 0.25%. This limitation avoids decreases in the amount paid or transferred in situations where the general level of interest rates has declined but the current new business interest rate nevertheless exceeds the base interest rate for your Fixed Account Option because of the additional 0.25% that is added when determining the current new business rate (as described above).

Also, there is no Market Value Adjustment on: amounts taken from the one-year Fixed Account Option; death benefit payments; amounts annuitized; amounts withdrawn for Contract charges; free withdrawals; amounts removed from any Fixed Account Option on the Latest Income Date and amounts removed from any Fixed Account Option in the 30-day period following the end of a Fixed Account Option. In no event will the amount of a total withdrawal or transfer from the Fixed Account Options be less than the Fixed Account minimum value. The Fixed Account minimum value at least equals the minimum value prescribed by the applicable nonforfeiture law. The Fixed Account minimum value for any Fixed Account Option is Premium (net of any applicable Premium tax) and transfers allocated to the Fixed Account Option, less transfers, withdrawals, and charges, including withdrawal charges, from the Fixed Account Option, accumulated at the Fixed Account minimum interest rate, less any tax due. In the case of a withdrawal or transfer from a Fixed Account Option, the amount withdrawn or transferred will have been credited with interest at a rate at least equal to the Fixed Account minimum interest rate, even if subject to a Market Value Adjustment that otherwise would have reduced it below that rate.

The following example illustrates how the Fixed Account Minimum Value may affect a Market Value Adjustment on a partial withdrawal. If you allocated your \$10,000 initial Premium to the Fixed Account and your declared rate of interest was 3%, after one year (assuming no other transactions or withdrawal charges) your Contract Value in the Fixed Account would be \$10,270. If the Fixed Account minimum interest rate was 1%, your Fixed Account Minimum Value would be \$10,100. In this case, a Market Value Adjustment could not reduce the withdrawal by more than \$170 (the difference between your Contract Value in the Fixed Account and the Fixed Account Minimum Value). For example, if you request a total withdrawal (gross amount of \$10,270) and it is subject to a \$100 negative Market Value Adjustment, the withdrawal amount would be adjusted to \$10,170. However, if it were subject to a negative \$1,000 Market Value Adjustment, the withdrawal would be adjusted to \$10,100 (i.e. the Fixed Account Minimum Value), so that it does not invade the Fixed Account Minimum Value. Immediately after the latter withdrawal example, there will be no difference between your Contract Value in the Fixed Account and the Fixed Account Minimum Value, and no negative Market Value Adjustments will apply on subsequent withdrawals until the Contract Value in the Fixed Account grows to be larger than the Fixed Account Minimum Value.

End of Fixed Account Option Periods. Whenever a specified period ends, you will have 30 days to transfer or withdraw the Contract Value in the Fixed Account Option, and there will not be a Market Value Adjustment. If you do nothing, then after 30 days, the Contract Value that remains in that Fixed Account Option will be subject to another specified period of the same duration, subject to availability, and provided that that specified period will not extend beyond the Income Date. If such a new Fixed Account Option would extend beyond the Income Date, we will use the longest Fixed Account Option that does not extend beyond the Income Date; or (if less than 1 year remains until the Income Date) we will credit interest at the current interest rate under the one-year Fixed Account Option up to the Income Date. If the specified period of the same duration that has ended is no longer available, we will use the next shortest period that is then available. Please note: if the three, five, and seven year Fixed Account Options are not available at the time of renewal, you will be automatically renewed into the one-year Fixed Account Option.

Additional Information Concerning the One-Year Fixed Account Option. Please also refer to “Transfers and Frequent Transfer Restrictions” later in this prospectus for information about certain restrictions, limits and requirements that may apply (or may in the future apply) to transfers to or from the Fixed Account Options. In particular, we describe certain additional restrictions that may apply with respect to transfers from the one-year Fixed Account Option, including the possibility that you might not be able to transfer all of your Contract Value out of the one-year Fixed Account Option for at least three years. Accordingly, **before allocating any Premium payments or other Contract Value to the one-year Fixed Account Option, you should consider carefully the conditions we may impose upon your use of that option.**

The **DCA+ Fixed Account Option, if available**, offers a fixed interest rate that we guarantee for a period of up to one year in connection with dollar-cost-averaging transfers to one or more of the Investment Divisions or systematic transfers to other Fixed Account Options. From time to time, we will offer special interest rates on the DCA+ Fixed Account Option. The DCA+ Fixed Account Option is only available for new Premiums. We provide more information about Dollar Cost Averaging, including DCA+, under “Other Information” later in this prospectus.

THE SEPARATE ACCOUNT

The Separate Account is a segregated asset account we established to receive and invest Premium payments made under the Contracts and allocated to the Investment Divisions. The Investment Divisions, in turn, purchase shares of the underlying Funds.

The assets of the Separate Account legally belong to us and the obligations under the Contracts are our obligations. However, we are not allowed to use the Contract assets in the Separate Account to pay our liabilities arising out of any other business we may conduct. All of the income, gains and losses credited to or charged against the Separate Accounts reflect the Separate Account's own investment experience and not the investment experience of Jackson of NY's other assets. Jackson of NY is obligated to pay all amounts promised to investors under the Contracts.

The Separate Account is divided into Investment Divisions. We do not guarantee the investment performance of the Separate Account or any of its Investment Divisions. The Funds in which the Investment Divisions currently invest are listed in Appendix A of this prospectus.

INVESTMENT DIVISIONS AND FUNDS

You may allocate your Contract Value to no more than 99 Investment Divisions and Fixed Account Options at any one time. Each Investment Division purchases the shares of one underlying Fund (mutual fund portfolio) that has its own investment objective. The Investment Divisions are designed to offer the potential for a higher return than the Fixed Account. **However, this is not guaranteed. It is possible for you to lose your Contract Value allocated to any of the Investment Divisions.** If you allocate Contract Values to the Investment Divisions, the amounts you are able to accumulate in your Contract during the accumulation phase depend upon the performance of the Investment Divisions you select. The amount of the income payments you receive during the income phase also will depend, in part, on the performance of the Investment Divisions you choose for the income phase.

This prospectus describes the Investment Divisions that we currently offer under the Contract. Certain broker-dealers selling the Contracts may limit the Investment Divisions that are available to their customers. Please contact your financial professional for a list of Investment Divisions currently available through your broker-dealer. Investment Divisions that are not available through your broker-dealer may be available through other broker-dealers, but to access them you may need to terminate your relationship with your broker-dealer and provide us with satisfactory evidence of termination. Please consider these potential limitations before purchasing the Contract.

The underlying Funds, along with their respective type, investment adviser (and any sub-adviser(s)), current expenses, and performance are listed in Appendix A. More detailed information about the Funds is available in the prospectus for the JNL Series Trust, which may be amended from time to time. The summary prospectuses for the Funds and prospectus for the JNL Series Trust may also be obtained at no charge by calling 1-800-599-5651 (Jackson of NY Customer Care Center), by writing P.O. Box 24068, Lansing, Michigan 48909-4068, by visiting www.jackson.com, or by sending an email request to ProspectusRequest@jackson.com. Additional Funds and Investment Divisions may be available in the future.

Certain Funds in which the Investment Divisions invest are each known as a Fund of Funds. Funds offered in a Fund of Funds structure may have higher expenses than direct investments in the underlying Funds. You should read the summary prospectus for the Funds and/or the prospectus for the JNL Series Trust for more information.

The investment objectives and policies of certain Funds are similar to the investment objectives and policies of other mutual funds that the Fund's investment sub-advisers also manage. Although the objectives and policies may be similar, the investment results of the Fund may be higher or lower than the results of those other mutual funds. We cannot guarantee, and make no representation, that the investment results of similar Funds will be comparable even though the Funds have the same investment sub-advisers. The Funds described are available only through variable annuity Contracts issued by Jackson of NY. They are NOT offered or made available to the general public directly.

A Fund's performance may be affected by risks specific to certain types of investments, such as foreign securities, derivative investments, non-investment grade debt securities, initial public offerings (IPOs) or companies with relatively small market capitalizations. IPOs and other investment techniques may have a magnified performance impact on a Fund with a small asset base. A Fund may not experience similar performance as its assets grow.

All of the Funds are managed and administered by Jackson National Asset Management, LLC ("JNAM"), an affiliate of Jackson. For certain Funds, JNAM has entered into sub-advisory agreements with one or more other investment advisers (the "sub-advisers") to provide certain investment advisory services to the Funds. Among other responsibilities, JNAM oversees the activities of the sub-advisers with respect to such Funds and is responsible for evaluating the services of those sub-advisers. In addition, for the Funds of Funds and feeder funds, JNAM implements the investment program by, among other things, selecting the respective Underlying Funds, ETFs and master funds.

We generally select the Funds to provide a range of investment options for persons invested in the Contracts from conservative to more aggressive investment strategies. In addition, we may consider the potential risk to us of offering a Fund in light of the benefits provided by the Contract. We and our affiliates receive payments or compensation from the Funds or their service providers in

connection with management, administration, distribution, and other services we and our affiliates provide with respect to the Funds. These payments to Jackson and our affiliates may be a factor we consider in our selection of the Funds.

Subject to any applicable legal requirements, selection of the Funds is solely within our discretion, based on the foregoing or other considerations.

We do not provide investment advice, and we do not recommend or endorse any particular Investment Division or Fund. You bear the risk of any decline in your Contract Value resulting from the performance of the Investment Divisions you have chosen.

You should read the summary prospectuses for the Funds and/or the prospectus for the JNL Series Trust carefully before investing.

Voting Privileges. To the extent required by law, we will obtain instructions from you and other Owners about how to vote our shares of a Fund when there is a vote of shareholders of a Fund. We will vote all the shares we own in proportion to those instructions from Owners. An effect of this proportional voting is that a relatively small number of Owners may determine the outcome of a vote.

Substitution. We reserve the right to substitute a different Fund or a different mutual fund for the one in which any Investment Division is currently invested. We will not do this without any required approval of the SEC. We will give you notice of any substitution.

PRINCIPAL RISKS

This section is intended to summarize the principal risks of investing in the Contract. Additional risks and details regarding various risks and benefits of investing in the Contract are described in the relevant sections of the prospectus and SAI.

Risk of Loss. You can lose money by investing in the Contract, including loss of principal. Neither the U.S. Government nor any federal agency insures or guarantees your investment in the Contract.

Risks Associated with Variable Investment Options. You bear all the investment risk for amounts allocated to one or more of the Investment Divisions, which invest in underlying Funds. If the Investment Divisions you select increase in value, then your Contract Value goes up; if they decrease in value, your Contract Value goes down. How much your Contract Value goes up or down depends on the performance of the Funds in which your Investment Divisions invest. We do not guarantee the investment results of any Fund. An investment in the Contract is subject to the risk of poor investment performance, and the value of your investment can vary depending on the performance of the selected underlying Fund(s), each of which has its own unique risks. You should review the Funds before making an investment decision.

Withdrawal Risk (Illiquidity Risk). Withdrawal charges apply for up to seven years after your last Premium payment. They will reduce the value of your policy Contract if you withdraw money during that time. If you need to make early or excess withdrawals, they could substantially reduce or even terminate the benefits available under the Contract. There may be adverse tax consequences if you make early withdrawals under the Contract.

Short-Term Investment Risk. The Contract is not designed for short-term investing and is not appropriate for an investor who needs ready access to cash. The benefits of tax deferral, long-term income, and living benefit protections also mean that the Contract is more beneficial to investors with a long time horizon.

Insurance Company Risks. An investment in the Contract is subject to the risks related to us, Jackson of NY. Any obligations (including those of the Fixed Account), guarantees, and benefits of the Contract are subject to the claims-paying ability of Jackson of NY. If Jackson of NY experiences financial distress, it may not be able to meet its obligations to you.

Investment Restrictions. We reserve the right to limit transfers, and there is a \$25 charge per transfer when you transfer your Contract Value between the investment options more than 25 times in a Contract Year. We also reserve the right to terminate certain Contract features such as the Dollar Cost Averaging, Dollar Cost Averaging Plus (DCA+), Earnings Sweep, Rebalancing programs and/or add-on benefits.

We may impose limits on the minimum and maximum amounts that you may invest or other transaction limits that may limit your use of the Contract.

In addition, we reserve the right to remove Investment Divisions or substitute Funds as investment options that are available under the Contract.

Premium Payment Risk. Your ability to make additional Premium payments may be restricted under the Contract, depending on the version of the Contract that you own, the add-on benefits that you have elected, and other factors. The maximum aggregate Premiums you may make without our prior approval is \$1 million. The payment of subsequent Premiums, depending on market conditions at the time they are made, may or may not contribute to the various benefits under your Contract, including the add-on death benefits or any GMWB. Our right to restrict Premiums to a lesser maximum amount may also affect the benefits under your Contract.

Fees and Charges. Deduction of Contract fees and charges, and add-on benefit fees, may result in loss of principal. We reserve the right to increase the fees and charges under the Contract and add-on benefits up to the maximum guaranteed fees and charges stated in your Contract or add-on benefit endorsement and disclosed in the fee table.

Possible Adverse Tax Consequences. The tax considerations associated with the Contract vary and can be complicated. The applicable tax rules can differ, depending on the type of Contract, whether non-qualified, traditional IRA, Roth IRA or qualified plan. We cannot provide detailed information on all tax aspects of the Contracts. Moreover, the tax aspects that apply to a particular person's Contract may vary depending on the facts applicable to that person. Tax rules may change without notice. We cannot predict whether, when, or how these rules could change. Any change could affect Contracts purchased before the change. Congress may also consider further proposals to comprehensively reform or overhaul the United States tax and retirement systems, which if enacted, could affect the tax benefits of a Contract. We cannot predict what, if any, legislation will actually be proposed or enacted. Before making contributions to your Contract or taking other action related to your Contract, you should consult with a tax professional to determine the tax implications of an investment in, and payments received under, the Contract.

Business Continuity and Cybersecurity Risk. We and our service providers and business partners are subject to certain risks, including those resulting from information system failures, cybersecurity incidents, the coronavirus (COVID-19) pandemic, and other disaster events. Such events can adversely impact us and our operations. These risks are common to all insurers and financial service providers. These risks include, among other things, the theft, misuse, corruption and destruction of electronic information, interference with or denial of service, attacks on systems or websites, and other operational disruptions that could severely impede our ability to conduct our business or administer the Contract.

Such events could also adversely affect us by resulting in regulatory fines, litigation, financial losses, and reputational damage. Cybersecurity incidents may also impact the issuers of securities in which the underlying funds invest, which may cause the funds underlying your Contract to lose value. Although we take efforts to protect our systems from cybersecurity incidents, there can be no assurance that we or our service providers will be able to avoid cybersecurity incidents affecting Contract owners in the future. It is also possible that a cybersecurity incident could persist for an extended period of time without detection.

Additionally, our third-party service providers and other third-parties related to our business (such as financial intermediaries or, in the case of our variable products, underlying funds) are subject to similar risks. Successful implementation and execution of their business continuity policies and procedures are largely beyond our control. Disruptions to their business operations may impair our own business operations.

As of the date of this prospectus, we do not believe that we have experienced a material cyber-attack or other cybersecurity incident. However in 2023, we were notified of a data security incident involving the MOVEit file transfer system used by numerous financial services companies. A third-party vendor uses that software on our behalf to, among other things, identify the deaths of insured persons and annuitants under life insurance policies and annuity contracts. According to that third party vendor, an unknown actor exploited a MOVEit software flaw to access the vendor's systems and download certain data. Our assessment indicated that personally identifiable information relating to approximately 850,000 of Jackson's customers was obtained by that unknown actor from the third party vendor's systems. This MOVEit vulnerability has now been rectified. Separately, Jackson experienced unauthorized access to two servers as a result of the MOVEit flaw; however, the scope and nature of the data accessed on those servers was significantly less than the third party vendor impact. Our assessment was that a subset of information relating to certain partner organizations and individuals, including certain customers of Jackson, was obtained from the two affected servers. We notified affected customers as required by law, and we continue to assess and investigate the overall impact of the incidents. At this time, we do not believe the incidents or related litigation will have a material adverse effect on the business, operations, or financial results of Jackson.

Add-On Benefits. You may never need or use certain features provided by the Contract. In that case, you may pay for a feature for which you never realize any benefits.

Certain benefits are subject to conditions including waiting periods. You may die before you are able to access certain benefits under the Contract. Alternatively, you may not live long enough to receive enough benefit from the add-on benefits to exceed the amount of the fees you pay for those benefits. You may need to make early or excess withdrawals, which have the potential to substantially reduce or even terminate the benefits available under the Contract from the add-on benefits.

The Investment Divisions may perform well enough that you may not need the guarantee that may otherwise be provided by the Contract or by one of the Contract's add-on benefits available for an additional charge.

Certain benefits may limit withdrawals or other rights under the Contract. If your Contract includes one of the add-on benefits, withdrawals will reduce the value of the benefits in proportion to the amount of the withdrawal relative to the total Contract Value at the time of withdrawal. Accordingly, under certain circumstances, a withdrawal could reduce the value of a benefit by more than the dollar amount of the withdrawal.

Conditions to Contract Benefits. Certain benefits under the Contract are contingent on several conditions being met. If those conditions are not met, you may not realize a benefit from the Contract or add-on benefit for which you have been charged a fee.

Alternatives to the Contract. Other contracts or investments may provide more favorable returns or benefits than the Contract.

Potentially Harmful Transfer Activity. The Contract is not designed for frequent transfers by anyone. Frequent transfers between and among Investment Divisions may disrupt the underlying Funds and could negatively impact performance, by interfering with efficient management and reducing long-term returns, and increasing administrative costs. Frequent transfers may also dilute the value of shares of an underlying Fund. Neither the Contracts nor the underlying Funds are meant to promote any active trading strategy, like market timing. Allowing frequent transfers by one or some Owners could be at the expense of other Owners of the Contract. To protect Owners and the underlying Funds, we have policies and procedures to deter frequent transfers between and among the Investment Divisions. (See “Transfers and Frequent Transfer Restrictions—Restrictions on Transfers: Market Timing” for more information.) We cannot guarantee that these policies and procedures will be effective in detecting and preventing all transfer activity that could potentially disadvantage or hurt the rights or interests of other Owners.

Fixed Account Option Rates. The rates we declare for the Fixed Account Options may be lower than you would find acceptable.

BENEFITS AVAILABLE UNDER THE CONTRACTS

The following tables summarize information about the benefits available under the Contract. The current annual charges for the add-on benefits are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical add-on benefit charges, please see “Appendix F (Historical Add-On Benefit Charges).”

Basic Death Benefit (automatically included with the Contract)

NAME OF BENEFIT	PURPOSE	MAXIMUM FEE	BRIEF DESCRIPTION OF RESTRICTIONS/LIMITATIONS
Basic Death Benefit	Guarantees your Beneficiaries will receive a benefit of at least equal to the greater of your Contract Value or your total Premiums paid.	No additional charge	<ul style="list-style-type: none"> • Withdrawals could significantly reduce the benefit. • Benefit terminates on annuitization.

Add-On Death Benefits Available For a Fee

NAME OF BENEFIT	PURPOSE	MAXIMUM FEE	BRIEF DESCRIPTION OF RESTRICTIONS/LIMITATIONS
Contract Value Death Benefit	Changes your default death benefit and reduces your Core Contract Charge. This reduction in the Core Contract Charge is relative to the standard charges associated with administering the Contract’s Basic Death Benefit. The Contract Value Death Benefit is equal to your Contract Value on the date we receive all required documentation from your Beneficiary.	No additional charge.	<ul style="list-style-type: none"> • If you elect the Contract Value Death Benefit, no other add-on death benefits are available for election. • Availability of all add-on death benefits are subject to age limitations. • Only one add-on death benefit may be elected.

NAME OF BENEFIT	PURPOSE	MAXIMUM FEE	BRIEF DESCRIPTION OF RESTRICTIONS/LIMITATIONS
Highest Anniversary Value GMDB	Provides a new locked-in higher death benefit on each Contract anniversary (prior to the oldest Covered Life's 81 st birthday) if your investments increase in value.	Maximum 0.50% (as a percentage of the average daily Contract Value in the Investment Divisions)	<ul style="list-style-type: none"> • Withdrawals could significantly reduce or terminate the benefit. • Fee may be increased on each 5th Contract Anniversary (opting out will affect the benefit and the Contract). • May provide value after the Income Date. • Availability of all add-on death benefits are subject to age limitations. • Only one add-on death benefit may be elected.
Flex DB NY (previously called LifeGuard Freedom Flex DB NY)	Provides a minimum death benefit equal, upon election, to the Flex GMWB Guaranteed Withdrawal Balance (GWB), and subsequently increased for net Premiums (subject to a maximum), and reduced for withdrawals.	Maximum 1.02% (as a percentage of the GMWB Death Benefit)	<ul style="list-style-type: none"> • Available only at issue and only with certain benefit options under the Flex GMWB (previously called the LifeGuard Freedom Flex GMWB) • Withdrawal percentages depend on age and date of election. • Withdrawals could significantly reduce or terminate the benefit. • Fee may be increased on each 5th Contract Anniversary (opting out will affect the benefit and the Contract). • May provide value after the Income Date. • Availability of all add-on death benefits are subject to age limitations. • Only one add-on death benefit may be elected.

Add-On Living Benefits Available For a Fee

Availability of all add-on living benefits are subject to age limitations and other eligibility conditions. Only one add-on living benefit may be elected. The current annual charges for the add-on benefits are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical add-on benefit charges, please see “Appendix F (Historical Add-On Benefit Charges).” All add-on living benefits:

- may be added on the Issue Date or a Contract Anniversary (with advance notice, subject to availability);
- are subject to fee increases on each 5th Contract Anniversary (opting out will affect the benefit and the Contract);
- are subject to a maximum guaranteed withdrawal balance (“GWB”) of \$10 million;
- terminate on the Income Date; and
- cannot be cancelled by you (except upon spousal continuation).

NAME OF BENEFIT	PURPOSE	MAXIMUM FEE (as a % of GWB)	BRIEF DESCRIPTION OF RESTRICTIONS/LIMITATIONS
Flex GMWB (Single) and (Joint) (previously called LifeGuard Freedom Flex GMWB)	Offers a unique level of flexibility because you can choose from a range of bonus options to increase your Guaranteed Withdrawal Balance (“GWB”). In down or flat market years, you can receive a bonus in years you don’t take withdrawals, when your contract does well, you can lock in investment gains with step-ups, and as your protected GWB steps up, your bonus amount can also grow.	Single Life Option: Maximum: 3.00% Joint Life Option: Maximum: 3.00% (The maximum annual charges are based on election of the most expensive combination of options.) (as a percentage of benefit base)	<ul style="list-style-type: none"> • GAWA% depends on age and income stream level included with the selected benefit option at time of first withdrawal. • Bonus applies for limited period and requires no withdrawals. • Amount of guaranteed withdrawals depends on the benefit option and specified combination of optional features under the benefit. • Jackson of NY may prospectively change the GAWA%, including the age bands, on new GMWB endorsements (via rate sheet). • Withdrawals prior to start of For Life Guarantee and excess withdrawals could significantly reduce or terminate the benefit.

Other Add-On Benefits Included With All Contracts At No Additional Cost.

NAME OF BENEFIT	PURPOSE	MAXIMUM FEE	BRIEF DESCRIPTION OF RESTRICTIONS/LIMITATIONS
Extended Care Benefit	Increases the amount that can be withdrawn from your Contract without a withdrawal charge if you experience certain qualifying events such as confinement to a nursing home or hospital for 90 consecutive days.	None	<ul style="list-style-type: none"> • Maximum free withdrawal amount is \$250,000 of your Contract Value. • Can only be exercised once. • Any Market Value Adjustment still applies. • Physician’s statement required. • Qualifying event must occur after the Contract was issued.
Rebalancing	Automatically reallocates your Contract Value among Investment Divisions and the one-year Fixed Account Option (if currently available) periodically to maintain your selected allocation percentages.	None	<ul style="list-style-type: none"> • Rebalancing will terminate if your rebalancing program includes the one-year Fixed Account Option and we impose any transfer restrictions or requirements on the one-year Fixed Account Option.

NAME OF BENEFIT	PURPOSE	MAXIMUM FEE	BRIEF DESCRIPTION OF RESTRICTIONS/LIMITATIONS
Dollar Cost Averaging	Automatically transfers a dollar amount or percentage of money periodically from the one-year Fixed Account Option or any of the Investment Divisions into the Investment Divisions and other Fixed Account Options.	None	<ul style="list-style-type: none"> Restrictions may apply if we impose any transfer restrictions on the one-year Fixed Account Option. You may cancel your Dollar Cost Averaging program using whatever methods you use to change your allocation instructions.
Dollar Cost Averaging Plus (DCA+)	If available, offers a fixed interest rate that we guarantee for a period of up to one year in connection with systematic transfers from the DCA+ Fixed Account Option to one or more of the Investment Divisions or other Fixed Account Options. From time to time, we will offer special enhanced rates on the DCA+ Fixed Account Option.	None	<ul style="list-style-type: none"> Restrictions may apply if we impose any transfer restrictions on the one-year Fixed Account Option. The DCA+ Fixed Account Option is only available for new Premiums. A Contract Value of \$15,000 is required to participate.
Earnings Sweep	Allows you to choose to move your earnings from the source accounts (only applicable from the one-year Fixed Account Option, if currently available, and the JNL/Dreyfus Government Money Market Investment Division).	None	<ul style="list-style-type: none"> May only be added within 30 days of the issue date of your Contract. You may cancel your Earnings Sweep program using whatever methods you use to change your allocation instructions.
Capital Protection Program	Allocates enough of your Premium to the Fixed Account Option you select to assure that the amount so allocated will equal, at the end of your selected Fixed Account Option period, your total original Premium paid. You may allocate the rest of your Premium to any Investment Division(s).	None	<ul style="list-style-type: none"> Effective August 28, 2023, this benefit is no longer available for election. If any part of the Fixed Account value is withdrawn or transferred before the end of the selected period, the value at the end of that period will not equal the original Premium. This program is available only if Fixed Account Options are available. Only available at issue.

CONTRACT CHARGES

There are charges associated with your Contract, the deduction of which will reduce the investment return of your Contract. Charges are generally deducted proportionally from your Contract Value. Some of these charges are for add-on benefits, as noted, so they are deducted from your Contract Value only if you elected to add that add-on benefit to your Contract. These charges may be a lesser amount where required by state law or as described below, but will not be increased. We expect to profit from certain charges assessed under the Contract. If the Contract Value is insufficient to pay the charges under the Contract, the Contract will terminate without value, unless you are eligible for continued payments under a Guaranteed Minimum Withdrawal Benefit. These charges (and certain other expenses) are as follows:

TRANSACTION EXPENSES

Withdrawal Charge. At any time during the accumulation phase (if and to the extent that Contract Value is sufficient to pay any remaining withdrawal charges that remain after a withdrawal), you may withdraw the following with no withdrawal charge:

- Premiums that are no longer subject to a withdrawal charge** (Premiums in your annuity for at least seven years without being withdrawn);

- **earnings** (excess of your Contract Value allocated to the Investment Divisions and the Fixed Account over your Remaining Premium in these Options); and
- the **free withdrawal** amount. The free withdrawal is equal to **10% of Remaining Premiums** during each Contract Year that would otherwise incur a withdrawal charge, *minus* earnings. The free withdrawal may be taken once or in segments throughout the Contract Year. Any amount withdrawn to satisfy a required minimum distribution reduces the amount of available free withdrawal.

We will deduct a withdrawal charge on:

- partial withdrawals in excess of the free withdrawal amount (the withdrawal charge is imposed only on the excess amount above the free withdrawal amount);
- withdrawals under a Contract that exceeds its required minimum distribution under the Internal Revenue Code (the entire amount withdrawn to fulfill your withdrawal request, including amounts necessary to pay withdrawal charges, will be subject to the withdrawal charge); and
- total withdrawals, including amounts necessary to pay withdrawal charges.

For purposes of the withdrawal charge, we treat withdrawals as coming first from earnings (which may be withdrawn free of any withdrawal charge), and then from the oldest Remaining Premium. If you request a total withdrawal, the withdrawal charge is based on Remaining Premium in the Contract immediately prior to the withdrawal. Please note, any free withdrawal taken reduces both Contract Value and Remaining Premium.

The amount of the withdrawal charge deducted varies (depending upon how many years prior to the withdrawal you made the Premium payment(s) you are withdrawing) according to the following schedule:

Withdrawal Charge (as a percentage of Remaining Premium):

<i>Completed Years since Receipt of Premium</i>	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7+
	7%	6%	5%	4%	3%	2%	1%	0

You may request a partial withdrawal as either a gross amount withdrawal or a net amount withdrawal. Your selection will have an impact on both the amount you receive and the amount of the withdrawal charge assessed on your partial withdrawal.

If you elect to receive a gross amount withdrawal, your Contract Value will be reduced by your requested withdrawal amount. Any applicable charges and adjustments, including withdrawal charges and taxes will be applied to your requested withdrawal amount and the remaining amount after deductions will be distributed to you. Therefore, you may receive less than the dollar amount you specified in your withdrawal request. If you elect to receive a net amount withdrawal, your Contract Value will be reduced by your requested withdrawal amount plus the amount needed to cover any applicable charges and adjustments, including withdrawal charges and taxes withheld. Therefore, you will receive exactly the amount specified in your withdrawal request, but your Contract Value may be reduced by more than the amount of that request. In each case, withdrawal charges, if any, will be assessed against the amount by which your Remaining Premium is reduced (excluding any amount for which the Contract expressly provides for waived or no withdrawal charges). A partial withdrawal will reduce Remaining Premium by the amount of Premium withdrawn that incurs a withdrawal charge (inclusive of the withdrawal charge amount) plus the amount of Premium withdrawn that is no longer subject to a withdrawal charge.

Note: Withdrawals under a non-qualified Contract will be taxable on an “income first” basis. This means that any withdrawal from a non-qualified Contract that does not exceed the accumulated income under the Contract will be taxable in full. Any withdrawals under a tax-qualified Contract will be taxable except to the extent that they are allocable to an investment in the Contract (any after-tax contributions). In most cases, there will be little or no investment in the Contract for a tax-qualified Contract because contributions will have been made on a pre-tax or tax-deductible basis.

We do not assess the withdrawal charge on any payments paid out as:

- income payments during your Contract’s income phase (but the withdrawal charge is deducted on the Income Date if that date is within 13 months of the Issue Date);

- death benefits;
- withdrawals necessary to satisfy the required minimum distribution of the Internal Revenue Code (but if the withdrawal requested exceeds the required minimum distribution then the entire amount withdrawn to fulfill your withdrawal request will be subject to the withdrawal charge); or
- withdrawals of up to \$250,000 from the Investment Divisions and from the Fixed Account if you need extended hospital or nursing home care as provided in your Contract.

We may reduce or eliminate the amount of the withdrawal charge when the Contract is sold under circumstances that reduce our sales expense. Some examples are: the purchase of a Contract by a large group of individuals or an existing relationship between us and a prospective purchaser. We may not deduct a withdrawal charge under a Contract issued to an officer, director, agent or employee of Jackson of NY or any of our affiliates.

Transfer Charge. We deduct \$25 for each transfer in excess of 25 in a Contract Year. For this purpose, all transfers that are processed on the same Business Day will be considered as one transfer. This charge is deducted from the amount that is transferred prior to the allocation to a different Investment Division or the Fixed Account, as applicable. The charge compensates us for the administrative cost associated with the transfers. We waive the transfer charge in connection with Dollar Cost Averaging, Earnings Sweep, Rebalancing transfers and any transfers we require.

Expedited Delivery Charge. When you request expedited delivery of any withdrawal amounts, there are additional charges assessed for this service. The charge for standard overnight delivery is \$10. The charge for overnight delivery on Saturday is \$22.50.

Wire Transfer Charge. We charge up to \$20 for standard wire transfers and \$25 for international wire transfers in connection with requested withdrawals.

Premium Taxes. Your state may charge us Premium taxes or other similar taxes of up to 2% of a Premium payment. When required, we pay these taxes and may make a deduction from your Contract Values for them. Currently, Premium taxes do not apply. Premium tax is currently not charged back to the Contract, however, the Company reserves the right to deduct any amounts advanced to pay taxes from the Contract Value.

Income Taxes. We reserve the right, when calculating unit values, to deduct a credit or charge with respect to any taxes we have paid or reserved for during the valuation period that we determine to be attributable to the operation of the Separate Account, or to a particular Investment Division. No federal income taxes are applicable under present law, and we are not presently making any such deduction.

ANNUAL CONTRACT EXPENSES

Core Contract Charge. Each day, as part of our calculation of the value of the Accumulation Units and Annuity Units, we make a deduction for the Core Contract Charge. On an annual basis, this charge equals **1.10%** (1.00% if the Contract Value Death Benefit option is elected) of the average daily net asset value of your allocations to the Investment Divisions. This charge does not apply to the Fixed Account.

This charge is reduced to 1.00% (0.90% if the Contract Value Death Benefit is elected) if the Contract Value on the later of the Issue Date or the most recent Contract Quarterly Anniversary is greater than or equal to \$1 million. If your Contract Value subsequently drops below \$1 million on the most recent Contract Quarterly Anniversary, the charge will be reinstated to 1.10% (1.00% if the Contract Value Death Benefit is elected).

This charge compensates us for our expenses associated with administration of the Contracts and the Separate Account, acquisition of business including marketing expenses, risks we assume in connection with the Contracts, and costs associated with providing Contract benefits. We pay the operating expenses of the Separate Account, including those not covered by the Core Contract Charge.

Below is a table showing the differing Core Contract Charges based upon whether you have elected the Contract Value Death Benefit option:

	Core Contract Charge	Core Contract Charge for Contracts with Contract Value of \$1 Million or Greater
With Basic Death Benefit	1.10%	1.00%
With Contract Value Death Benefit	1.00%	0.90%

Annual Contract Maintenance Charge. During the accumulation phase, we deduct a **\$30** annual contract maintenance charge on each anniversary of the Issue Date. We will also deduct the annual contract maintenance charge if you make a total withdrawal. This charge is for administrative expenses in addition to those covered by the Core Contract Charge. The annual contract maintenance charge will be assessed on the Contract Anniversary or upon total withdrawal and is taken from the Investment Divisions and the Fixed Account Options based on the proportion their respective value bears to the Contract Value. We will not deduct this charge if the value of your Contract is \$50,000 or more.

ADD-ON BENEFIT EXPENSES

For Life Guaranteed Minimum Withdrawal Benefit With Bonus And Step-Up (“Flex GMWB”) Charge. The charge for this GMWB begins when the add-on benefit is added to the Contract and is expressed as an annual percentage of the Guaranteed Withdrawal Balance (“GWB”). The percentage varies depending on which benefit option you elect (see table below). For more information about the GWB and the different benefit options, please see “Flex GMWB” beginning on page 37. Prior to August 28, 2023, this GMWB was called “LifeGuard Freedom Flex GMWB”.

The table below shows the maximum annual charge and maximum increase to the annual charge at one time. Current annual charges are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical add-on benefit charges, please see “Appendix F (Historical Add-On Benefit Charges).”

Flex GMWB		
	Maximum Annual Charge	Maximum Increase to Annual Charge (at one time)
GMWB Charge	3.00%	0.24%
Charge Basis	GWB	
Charge Frequency	Monthly	

You pay the applicable percentage of the GWB each Contract Month.

We deduct the charge from your Contract Value. Monthly charges are deducted from your allocations to the Investment Divisions in the same proportions that the respective allocations bear to your Contract Value. We deduct the charge by redeeming Accumulation Units rather than as part of the calculation to determine Accumulation Unit Value. While the charge is deducted from the Contract Value, it is based on the applicable percentage of the GWB. We will waive the charge at the end of a Contract Month, however, to the extent that the charge exceeds the amount of your Contract Value allocated to the Investment Divisions. Upon termination of the add-on benefit, including upon conversion (if conversion is permitted), the charge is prorated for the period since the last monthly charge.

On each fifth Contract Anniversary, we reserve the right to increase the charge, subject to the applicable maximum annual charge and maximum increase to annual charge show in the table above. If the GMWB charge is to increase, a notice will be sent to you 45 days prior to the Contract Anniversary. You may elect to opt out of the charge increase and any future charge increases by forfeiting the GWB bonus provision, automatic step-up provision, GWB adjustment, and any other increases to the GWB and GAWA. **If you elect to opt out of charge increases, no future Premium payments will be allowed and the GAWA% will be determined with no future recalculation.** While electing to discontinue these provisions will prevent an increase in the charge, you will be foregoing possible increases in your GWB and/or GAWA so carefully consider this decision should we notify you of a charge increase. Such election is final, and you may not subsequently elect to reinstate these provisions once they have been discontinued. All elections must be received by us in Good Order prior to the Contract Anniversary. Charge increases under this provision may only occur every five years on the Contract Anniversary. If we opt not to increase a charge under this provision, the charge will not be subject to increase again until the Contract Anniversary five years thereafter.

The actual deduction of the charge will be reflected in your quarterly statement. You will continue to pay the charge for the add-on benefit through the earlier date that you annuitize the Contract or your Contract Value is zero. We will, however, stop deducting the

charge under other circumstances that would cause the add-on benefit to terminate. For more information, please see “Termination” under “Flex GMWB” beginning on page 43. We reserve the right to prospectively change the charge on new Contracts or if you select this benefit after your Contract is issued (subject to availability), subject to the applicable maximum annual charge. Please review the current Rate Sheet Prospectus Supplement at www.jackson.com/product-literature-2.html to learn about the current level of the charge. For a list of historical add-on benefit charges, please see “Appendix F (Historical Add-On Benefit Charges).” Upon election of the GMWB, the applicable GMWB charge will be reflected in your confirmation. For more information about how the add-on benefit works, please see “Flex GMWB” beginning on page 37. Also see “Guaranteed Minimum Withdrawal Benefit Important Special Considerations” beginning on page 33 for additional important information to consider when purchasing a Guaranteed Minimum Withdrawal Benefit.

Note: The above section describes the charge for the Flex GMWB only. If you purchase the Flex DB NY, additional charges apply. Please see “Optional Death Benefit - Flex DB NY Charge” under “Contract Charges”, beginning on page 24 for details.

Joint For Life Guaranteed Minimum Withdrawal Benefit With Bonus And Step-Up (“Flex With Joint Option GMWB”) Charge. The charge for this GMWB begins when the add-on benefit is added to the Contract and is expressed as an annual percentage of the Guaranteed Withdrawal Balance (“GWB”). The percentage varies depending on which benefit option you elect (see table below). For more information about the GWB and the different benefit options, please see “Flex With Joint Option GMWB” beginning on page 46. Prior to August 28, 2023, this GMWB was called “LifeGuard Freedom Flex With Joint Option GMWB”.

The table below shows the maximum annual charge and maximum increase to the annual charge at one time. Current annual charges are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical add-on benefit charges, please see “Appendix F (Historical Add-On Benefit Charges).”

Flex With Joint Option GMWB		
	Maximum Annual Charge	Maximum Increase to Annual Charge (at one time)
GMWB Charge	3.00%	0.24%
Charge Basis	GWB	
Charge Frequency	Monthly	

You pay the applicable percentage of the GWB each Contract Month.

We deduct the charge from your Contract Value. Monthly charges are deducted from your allocations to the Investment Divisions in the same proportions that the respective allocations bear to your Contract Value. We deduct the charge by redeeming Accumulation Units rather than as part of the calculation to determine Accumulation Unit Value. While the charge is deducted from the Contract Value, it is based on the applicable percentage of the GWB. We will waive the charge at the end of a Contract Month, however, to the extent that the charge exceeds the amount of your Contract Value allocated to the Investment Divisions. Upon termination of the add-on benefit, including upon conversion (if conversion is permitted), the charge is prorated for the period since the last monthly charge.

On each fifth Contract Anniversary, we reserve the right to increase the charge, subject to the applicable maximum annual charge and maximum increase to annual charge shown in the tables above. If the GMWB charge is to increase, a notice will be sent to you 45 days prior to the Contract Anniversary. You may then elect to opt out of the charge increase and any future charge increases by forfeiting the GWB bonus provision, automatic step-up provision, GWB adjustment, and any other increases to the GWB and GAWA. **If you elect to opt out of charge increases, no future Premium payments will be allowed and the GAWA% will be determined with no future recalculation.** While electing to discontinue these provisions will prevent an increase in the charge, you will be foregoing possible increases in your GWB and/or GAWA so carefully consider this decision should we notify you of a charge increase. Such election is final, and you may not subsequently elect to reinstate these provisions once they have been discontinued. All elections must be received by us in Good Order prior to the Contract Anniversary. Charge increases under this provision may only occur every five years on the Contract Anniversary. If we opt not to increase a charge under this provision, the charge will not be subject to increase again until the Contract Anniversary five years thereafter.

The actual deduction of the charge will be reflected in your quarterly statement. You will continue to pay the charge for the add-on benefit through the earlier date that you annuitize the Contract or your Contract Value is zero. We will, however, stop deducting the charge under other circumstances that would cause the add-on benefit to terminate. For more information, please see “Termination” under “Flex With Joint Option GMWB” beginning on page 53. We reserve the right to prospectively change the charge on new Contracts or if you select this benefit after your Contract is issued (subject to availability), subject to the applicable maximum annual charge. Please review the current Rate Sheet Prospectus Supplement at www.jackson.com/product-literature-2.html to learn about the current level of the charge. For a list of historical add-on benefit charges, please see “Appendix F (Historical Add-On Benefit

Charges).” Upon election of the GMWB, the applicable GMWB charge will be reflected in your confirmation. For more information about how the add-on benefit works, please see “Flex With Joint Option GMWB” beginning on page 46. Also see “Guaranteed Minimum Withdrawal Benefit Important Special Considerations” beginning on page 33 for additional important information to consider when purchasing a Guaranteed Minimum Withdrawal Benefit.

ADD-ON DEATH BENEFIT EXPENSES

There is no additional charge for the Contract’s basic death benefit. However, for an additional charge, you may select one of the Contract’s available add-on death benefits in place of the basic death benefit.

Highest Anniversary Value Guaranteed Minimum Death Benefit Charge. If you select the **Highest Anniversary Value Guaranteed Minimum Death Benefit**, you will pay a maximum of 0.50% on new issues, on an annual basis of the average daily net asset value of your allocations to the Investment Divisions. Current annual charges are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical add-on benefit charges, please see “Appendix F (Historical Add-On Benefit Charges).” We stop deducting this charge on the date you annuitize.

On each fifth Contract Anniversary, we reserve the right to increase the charge percentage by 0.05% annually, subject to the maximum annual charge noted above. If the GMDB charge is to increase, a notice will be sent to you 45 days prior to the Contract Anniversary. You may then elect to opt out of the charge increase and any future charge increases by forfeiting the highest anniversary value provision, and any future increases to the GMDB Benefit Base. **If you elect to opt out of charge increases, no future Premium payments will be allowed.** While electing to discontinue this provision will prevent an increase in charge, you will be foregoing possible increases in your GMDB Benefit Base so carefully consider this decision should we notify you of a charge increase. Such election is final. All elections must be received by us in Good Order prior to the Contract Anniversary. Charge increases under this provision may only occur every five years on the Contract Anniversary. If we opt not to increase a charge under this provision, the charge will not be subject to increase again until the Contract Anniversary five years thereafter.

Flex DB NY Charge. If you select the **Flex DB NY** add-on death benefit, which is only available in conjunction with the purchase of the Flex GMWB with specified benefit options, you will pay two separate charges for the combined benefit. **The charge for Flex DB NY, which is based on a percentage of the GMWB Death Benefit, is separate from and in addition to the charge for the Flex GMWB.** The charge for this death benefit begins when the endorsement is added to the Contract and is expressed as an annual percentage of the GMWB Death Benefit. The percentage varies depending on which benefit option you elect, but will never exceed the maximum stated in the table below. At the time you purchased your Contract different benefit option requirements may have been in place for election of the Flex DB NY. Please see “Appendix I (Historical GMWB Bonus Percentages)” for more information. Prior to August 28, 2023, Flex DB NY was called “LifeGuard Freedom Flex DB NY” and Flex GMWB was called “LifeGuard Freedom Flex GMWB.”

The table below shows the maximum annual charge and maximum increase to the annual charge at one time. Current annual charges are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical add-on benefit charges, please see “Appendix F (Historical Add-On Benefit Charges).”

	Maximum Annual Charge	Maximum Increase to Annual Charge (at one time)
Death Benefit Charge	1.02%	0.12%
Charge Basis	GMWB Death Benefit	
Charge Frequency	Monthly	

For more information about the GMWB Death Benefit, please see “Flex DB NY” under “Add-On Death Benefits”, beginning on page 59. For more information about the charges for Flex GMWB, please see page 22 and for benefit information, including the GWB, please see “Flex GMWB” beginning on page 37.

We deduct the charge from your Contract Value. The charge is deducted from your allocations to the Investment Divisions in the same proportions that the respective allocations bear to your Contract Value. The charge is deducted from the Investment Divisions by the redemption of Accumulation Units attributable to your Contract rather than as an asset based charge applied to the assets of all Contract Owners who elected the add-on death benefit. While the charge is deducted from the Contract Value, it is calculated based on the applicable percentage of the GMWB Death Benefit. Upon termination of the add-on benefit, the charge is prorated for the period since the last monthly charge.

On each fifth Contract Anniversary, we reserve the right to increase the charge subject to the maximum annual charge and maximum increase to the annual charge (at one time) as detailed in the table above. If the GMWB Death Benefit charge is to increase, a notice will be sent to you 45 days prior to the Contract Anniversary. You may then elect to opt out of the charge increase and any future

charge increases by forfeiting increases to the GMWB Death Benefit. **If you elect to opt out of charge increases, no future Premium payments will be allowed.** While electing to discontinue this provision will prevent an increase in charge, you will be foregoing possible increases in your GMWB Death Benefit so carefully consider this decision should we notify you of a charge increase. Such election is final. All elections must be received by us in Good Order prior to the Contract Anniversary. Charge increases under this provision may only occur every five years on the Contract Anniversary. If we opt not to increase a charge under this provision, the charge will not be subject to increase again until the Contract Anniversary five years thereafter.

FUND EXPENSES

Fund fees and expenses are deducted from and paid out of the assets of the Funds. The value of the assets of the Investment Divisions will indirectly reflect the Funds' total fees and expenses. The Funds' total fees and expenses are not part of the Contract. They may vary in amount from year to year. The Funds' fees and expenses are described in the summary prospectus for each Fund.

DISTRIBUTION OF CONTRACTS

Jackson National Life Insurance Company of New York ("Jackson of NY"), located at 2900 Westchester Avenue, Purchase, New York 10577, is the issuer for these Contracts. Jackson National Life Distributors LLC ("JNLD"), located at 300 Innovation Drive, Franklin, Tennessee 37067, serves as the distributor of the Contracts. JNLD also serves as distributor of other variable insurance products issued by Jackson of NY and its parent, Jackson National Life Insurance Company ("Jackson").

JNLD is a wholly owned subsidiary of Jackson. JNLD is registered as a broker-dealer with the Securities and Exchange Commission under the Securities Exchange Act of 1934 and is a member of the Financial Industry Regulatory Authority ("FINRA"). For more information on broker-dealers and their registered representatives, you may use the FINRA BrokerCheck program via telephone (1-800-289-9999) or the Internet (<http://brokercheck.finra.org>).

The Contracts are offered to customers of various selling firms, brokerage firms and their affiliate insurance agencies (each a "Selling Firm," collectively "Selling Firms"). No Selling Firm has any legal responsibility to pay amounts that are owed under the Contracts. The obligations and guarantees under the Contracts are the sole responsibility of Jackson of NY. The Selling Firms are responsible for delivery of various related disclosure documents and the accuracy of their oral description and suitable recommendation of the purchase of the Contracts.

Commissions are paid to Selling Firms that are unaffiliated with us and sell the Contracts. While commissions may vary, they are not expected to exceed 8% of any premium payment. Where lower commissions are paid up front, trail commissions may also be paid. Commissions may also be paid on the Income Date if the annuity option selected involves a life contingency or a payout over a period of ten or more years. The Selling Firms determine the amount of the commission that will be paid to their registered representatives. The amounts paid may vary based upon the practices of each Selling Firm and may be withheld on certain transactions.

Under certain circumstances, JNLD and/or Jackson of NY or our affiliates may make payments to Selling Firms in addition to commissions, in connection with the sale of Jackson and Jackson of NY variable insurance products. These payments and/or reimbursements are in recognition of marketing, distribution, and/or administrative support provided by the Selling Firm and may not be offered to all Selling Firms. The terms of these arrangements vary widely depending on, among other things, products offered; the level and type of marketing, distribution, and administrative support services provided; assets under management; the volume of sales; and the level of access we are provided to the registered representatives of the Selling Firm. Such payments may influence Selling Firms and/or their registered representatives to present the Contracts more favorably than other investment alternatives. Such compensation is subject to applicable state insurance law and regulation, FINRA rules of conduct, Securities and Exchange Commission rules, and Department of Labor ("DOL") rules and regulations. While such compensation may be significant, it does not result in any additional direct charge by us to you beyond the standard contract charges.

Under these compensation structures, JNLD and/or Jackson of NY or our affiliates may make marketing allowance payments, marketing support payments, and other administrative payments to the Selling Firms. Marketing allowance payments are payments that are designed as consideration for product placement and distribution, assets under management, and sales volume. Marketing allowance payments and marketing support payments are generally based on a fixed percentage of annual product sales and generally range from 10 to 50 basis points (0.10% to 0.50%). Other administrative payments are designed to support administrative services, distribution support, platform services, or concierge services and generally range from 45 to 75 basis points (0.45% to 0.75%). Payments may also be based on a percentage of assets under management or paid as a specified dollar amount. Marketing support payments may be in the form of cash and/or non-cash compensation to or on behalf of Selling Firms and their registered representatives and are intended to provide us with exposure to registered representatives so that we may build relationships or educate them about product features and benefits. Examples of such payments include, but are not limited to, reimbursements for representative training or "due diligence" meetings (including travel and lodging expenses); client and prospecting events; speaker fees; business development and educational enhancement items (such as software packages containing information for broker use, or

prospecting lists); sponsorship payments for participation at conferences and meetings; and other support services, including payments to third party vendors for such services. Payments or reimbursements for meetings and seminars are generally based on the anticipated level of participation and/or accessibility and the size of the audience. Subject to applicable laws and regulations including FINRA rules of conduct and DOL rules and regulations, we may also provide cash and/or non-cash compensation to registered representatives in the form of gifts, promotional items, occasional meals, and entertainment. Registered representatives may qualify for different levels of sales and service support depending on the volume of business that they do with us.

We may use any of our corporate assets to cover the cost of distribution, including any profit from the Contract's Core Contract Charge and other charges.

The alphabetical listing below details the 20 Selling Firms that received the largest amounts of marketing allowance payments and/or marketing support payments in 2023 from JNLD and/or Jackson of NY or our affiliates in relation to the sale of Jackson and Jackson of NY variable insurance products. The total payments received by a Selling Firm is based on sales of all Jackson and Jackson of NY variable insurance products, thus a Selling Firm may appear on the list even if it is not receiving any payments with respect to sales of the Contracts. Payments to these firms ranged from approximately \$324 thousand to approximately \$17.0 million.

LPL Financial Corporation
Morgan Stanley Smith Barney, LLC
Wells Fargo Advisors / Investments
MML Investors Services / MSI Financial Services
UBS Financial Services, Inc.
Osaic (formerly Advisor Group)
Ameriprise
Commonwealth Financial Network
Raymond James & Associates, Inc.
Cambridge Investment
Cetera Advisor Networks, LLC
State Farm
Stifel Nicolaus & Co. Inc.
Park Avenue Securities
Lincoln Financial Advisors
Transamerica Financial Services, Inc.
DPL (The Leader's Group)
Centaurus Financial
Securian Financial Services, Inc.
Pruco Securities

Please see Appendix C for a complete list of Selling Firms that received amounts of marketing allowance payments and/or marketing support payments in 2023 from JNLD and/or Jackson of NY or our affiliates in relation to the sale of our variable insurance products. While we endeavor to update this list on an annual basis, please note that interim changes or new arrangements may not be listed and may involve substantial payments on a forward going basis.

Compensation is also paid to employees of JNLD and/or Jackson of NY or our affiliates who are responsible for providing services to Selling Firms. These employees are generally referred to as "wholesalers" and may meet with Selling Firms and/or their registered representatives to provide training and sales support. The compensation paid to the wholesalers may vary based on a number of factors, including Premium payments; types of Contracts or optional benefits (if any) sold by the Selling Firm that the wholesaler services; wholesaler performance; and overall company performance. The wholesaler may be required to achieve internally-assigned goals related to the same type of factors and may receive bonus payments for the achievement of individual and/or company-wide goals.

JNLD also has relationships with the sub-advisers to the various underlying Funds and their affiliates. JNLD receives payments from some sub-advisers to assist in defraying the costs of certain promotional and marketing meetings in which the sub-advisers participate. The amounts paid depend on the nature of the meetings, the number of meetings attended, the costs expected to be incurred and the level of the sub-adviser's participation. Our affiliated Selling Firms may have other relationships with the sub-advisers (apart from Jackson) including selling retail mutual funds managed or advised by certain sub-advisers.

All of the compensation described here, and other compensation or benefits provided by the Distributor and/or Jackson of NY or our affiliates, may be greater or less than the total compensation on similar or other products. The amount and/or structure of the compensation can create a conflict of interest as it may influence your Selling Firm and registered representative to present this Contract over other investment alternatives. The variations in compensation, however, may also reflect differences in sales effort or ongoing customer services expected of the Selling Firm and registered representative. You may ask your registered representative about any variations and how he or she and his or her Selling Firm are compensated for selling the Contract.

We sell Jackson products for which Jackson National Asset Management (“JNAM”) is the advisor. JNAM also serves as the administrator for some sub-accounts. JNLD and JNAM are both subsidiaries of Jackson and have the same ultimate parent company, Jackson Financial Inc. JNLD earns fees associated with its role in distributing JNAM sub-accounts. JNAM also earns fees from the variable annuity contract values that are invested in its various sub-accounts.

PURCHASES

Minimum Initial Premium:

- \$50,000 under most circumstances
- \$50,000 for a qualified plan Contract

Minimum Additional Premiums:

- \$500 for a qualified or non-qualified plan
- \$50 for an automatic payment plan
- You can pay additional Premiums at any time during the accumulation phase unless a specific add-on benefit or feature provides limitations.

These minimums apply to purchases, but do not preclude subsequent partial withdrawals that would reduce Contract Values below the minimum initial purchase amounts, as long as the amount left in the account is sufficient to pay the withdrawal charge. We reserve the right to limit the number of Contracts that you may purchase. We reserve the right, in our discretion, to limit, restrict, suspend or reject any or all initial or subsequent Premium payments and to limit the amount, frequency or timing of Premium payments, at any time on a non-discriminatory basis. Any of these actions by us would limit your ability to invest in the Contract and increase your values and benefits. There is a \$100 minimum balance requirement for each Investment Division and Fixed Account Option. We reserve the right to restrict availability or impose restrictions on the Fixed Account Options.

Maximum Premiums:

- The maximum aggregate Premiums you may make without our prior approval is \$1 million.

The payment of subsequent Premiums, depending on market conditions at the time they are made, may or may not contribute to the various benefits under your Contract, including the death benefit, or any GMWB. Our right to restrict Premiums to a lesser maximum amount may also affect the benefits under your Contract.

Allocations of Premium. You may allocate your Premiums to one or more of the Fixed Account and Investment Divisions. Each allocation must be a whole percentage between 0% and 100%. The minimum amount you may allocate to the Fixed Account or an Investment Division is \$100. We will allocate any additional Premiums you pay in the same way unless you instruct us otherwise.

You may not allocate your Contract Values among more than 99 Investment Divisions and Fixed Account Options at any one time.

We will issue your Contract and allocate your first Premium within two Business Days (days when the New York Stock Exchange is open) after we receive your first Premium and all information that we require for the purchase of a Contract. If we do not receive all of the information that we require, we will contact you to get the necessary information. If for some reason we are unable to complete this process within five Business Days, we will return your money. Subsequent Premiums are allocated on the Business Day that the Premium is received. Each Business Day ends when the New York Stock Exchange closes (usually 4:00 p.m. Eastern time).

Capital Protection Program.

PLEASE NOTE: EFFECTIVE AUGUST 28, 2023, THIS PROGRAM IS NO LONGER AVAILABLE FOR ELECTION.

If you select our Capital Protection program at issue, we will allocate enough of your Premium to the Fixed Account you select to assure that the amount so allocated will equal at the end of your selected Fixed Account Option period, your total original Premium paid. You may allocate the rest of your Premium to any Investment Division(s). If any part of the Fixed Account value is withdrawn or transferred before the end of the selected Fixed Account Option, the value at the end of that period will not equal the original Premium. This program is available only if Fixed Account Options are available. There is no charge for the Capital Protection Program. You should consult your financial professional with respect to the current availability of the 3, 5 and 7 year Fixed Account Options and the availability of the Capital Protection program.

For an example of capital protection, assume you made a Premium payment of \$10,000 when the interest rate for the seven-year period was 3% per year. We would allocate \$8,131 to that period because \$8,131 would increase at that interest rate to \$10,000 after seven years, assuming no withdrawals are taken. The remaining \$1,869 of the payment would be allocated to the Investment Division(s) you selected.

Shorter specified periods require allocation of substantially all of your Premium to achieve the intended result. In any case, the results will depend on the interest rate declared for the specified period. Please note, the interest rate used in the above example is for illustrative purposes only and is not intended to reflect the current interest rate for the specified period of this duration.

Accumulation Units. Your Contract Value allocated to the Investment Divisions will go up or down depending on the performance of the Investment Divisions you select. In order to keep track of the value of your Contract during the accumulation phase, we use a unit of measure called an "Accumulation Unit." During the income phase we use a measure called an "Annuity Unit." Every Business Day, we determine the value of an Accumulation Unit for each of the Investment Divisions by:

- determining the total amount of assets held in the particular Investment Division;
- subtracting any asset-based charges and taxes chargeable under the Contract; and
- dividing this amount by the number of outstanding Accumulation Units.

Charges deducted through the cancellation of units are not reflected in this computation.

The Accumulation Unit value may go up or down from day to day based on the performance of the Funds, expenses, and deduction of Contract charges. The value of an Accumulation Unit is determined on the basis of the per share value of an underlying Fund less applicable Separate Account charges, including any add-on benefit charges that are based on average daily Contract Value in the Investment Divisions and are deducted daily as part of the calculation of Accumulation Units. The base Contract has a different Accumulation Unit value than that of certain combinations of optional endorsements an Owner may elect, based on the differing amount of charges applied in calculating that Accumulation Unit value. We cancel Accumulation Units when we remove amounts from that Investment Division, including as a result of a withdrawal, transfer, Contract surrender, and certain charges we may deduct.

When you make a Premium payment, we credit your Contract with Accumulation Units. The number of Accumulation Units we credit is determined at the close of that Business Day by dividing the amount of the Premium allocated to any Investment Division by the value of the Accumulation Unit for that Investment Division that reflects the combination of add-on benefits you have elected and their respective charges. If your Premium payment is received after the close of the New York Stock Exchange, the number of Accumulation Units credited will be determined at the end of the next Business Day.

In connection with arrangements we have to transact business electronically, we may have agreements in place whereby the time when certain broker-dealers receive your initial Premium payment and all required information in Good Order will be used for initial pricing of your Contract values. However, if we do not have an agreement with a broker-dealer providing for these pricing procedures, initial Premium payments received by the broker-dealer will not be priced until they are received by us. As of the date of this prospectus, we have such an agreement with Morgan Stanley Smith Barney LLC and SBHU Life Agency. Please check with your financial professional to determine if his/her broker-dealer has an agreement with the Company that provides for these pricing procedures.

TRANSFERS AND FREQUENT TRANSFER RESTRICTIONS

You may transfer your Contract Value between and among the Investment Divisions at any time, unless transfers are subject to other limitations, but transfers between the Fixed Account and an Investment Division must occur prior to the Income Date.

You can make 25 transfers every Contract Year without charge.

A transfer will be effective as of the end of the Business Day when we receive your transfer request in Good Order, and we will disclaim all liability for transfers made based on your transfer instructions, or the instructions of a third party authorized to submit transfer requests on your behalf.

Transfers from the Fixed Account generally will be subject to any applicable Market Value Adjustment.

Potential Limits and Conditions on Fixed Account Transfers. There may be periods when we do not offer any Fixed Account. We can prohibit or impose limitations or other requirements on transfers to or from the Fixed Account, as permitted by applicable law. We may restrict or refuse future Premium payments, Premium allocation, transfers to, or discontinue the Fixed Account Option(s) at any time, on a nondiscriminatory basis, if the yield on investment would not support the minimum interest rate guaranteed under the Fixed Account(s). Should we impose such restrictions, we will give at least 30 days advance notice to the Owner. We will also provide written notice when such restrictions no longer exist. If we restrict or discontinue the Fixed Account Option(s), all transfers or withdrawals from the Fixed Account Option(s) will be at least equal to Contract Value without being subject to a negative Market Value Adjustment or transfer charge.

We also specifically reserve the right to impose the limitations and conditions set forth in 1-4 below with respect to the one-year Fixed Account Option. Although we are not imposing these restrictions as of the date of this prospectus, if we do decide to impose them, they could provide as follows with respect to both new and already outstanding Contracts:

1. During any Contract Year, the aggregate dollar amount of all transfers from the one-year Fixed Account Option (including transfers at the end of the one-year period) could not exceed whichever of the following three maximums apply to you for that year:
 - *Maximum transfers during the first Contract Year in which you have Contract Value in the one-year Fixed Account Option subject to these restrictions: 1/3 of your Contract Value in the one-year Fixed Account Option as of the most recent Contract Anniversary;*
 - *Maximum transfers during any subsequent Contract Year, if you had Contract Value subject to these restrictions during the preceding Contract year:*
 - 1/3 of your Contract Value in the one-year Fixed Account Option as of the most recent Contract Anniversary if you **did not** make a 1/3 transfer in the preceding year as mentioned above or
 - 1/2 of your Contract Value in the one-year Fixed Account Option as of the most recent Contract Anniversary if you **did** make such a 1/3 transfer in the preceding year; or
 - *Maximum transfers during any Contract Year, if you had Contract Value subject to these restrictions during both of the preceding two Contract Years and, in those years, you made the 1/3 maximum transfer in the first year and 1/2 maximum transfer in the second year as mentioned above: all of your remaining Contract Value in the one-year Fixed Account Option.*
2. We could require that any transfer from the one-year Fixed Account Option in a Contract Year occur at least twelve months after the most recent such transfer in the previous Contract Year.
3. We could restrict or prohibit your transfers into or allocations of any additional Premiums to the one-year Fixed Account Option in any Contract Year in which you make a transfer from the one-year Fixed Account Option.
4. We could restrict or prohibit your transfers from the one-year Fixed Account Option in any Contract Year in which you make a transfer into or allocate any additional Premiums to the one-year Fixed Account Option.

We may impose restrictions 1-4 separately or in combination but we expect that they would be imposed as a group, so that you would be subject to all of these restrictions if you are subject to any of them.

Certain systematic investment programs could be excluded from the restrictions listed in 1-4 above, such that transfers under those programs would not count against the maximum amounts that may be transferred out of the one-year Fixed Account Option and the Contract Value under such programs would be excluded from the computation of such maximum amounts.

We also could permit or require that a systematic transfer program be used to make transfers from any Fixed Account Options. For example, you could be permitted to have the three transfers that are referred to in restriction 1 above automated through a systematic transfer out (“STO”) on each of your next three Contract Anniversaries. The amount automatically transferred on each of such three Contract Anniversaries would be the maximum amount that would be permitted to be transferred on that date under restriction 1, such that following the automatic STO transfer on the third such Contract Anniversary you would no longer have any Contract Value in the one-year Fixed Account Option. If we establish such an STO for you, however, we would (pursuant to restrictions 3 and 4 above) prohibit you from making any other transfer from, or any Premium payments or transfers into, the one-year Fixed Account Option during any Contract Year in which an automatic STO transfer is made for you. Also (pursuant to restriction 2 above) you could elect such an STO only if (i) at least twelve calendar months have passed since your last STO program (if any) had ended and (ii) during the Contract Year in which you make the election, you have not made any transfers from, or any Premium payments or transfers into the one-year Fixed Account Option (unless you made the transfer or Premium payment before the time we had instituted restrictions 1-4). Transfers pursuant to any STO would not count toward your 25 free transfer limit.

If we require you to commence an STO at a time when, due to any of the foregoing restrictions, you would not be eligible to elect such a program, the three annual STO transfers will be delayed. In that case, the first such STO transfer would occur on the first Contract Anniversary after you are eligible to elect an STO.

If we impose the restrictions described in 1-4 above, we would provide you prompt written notice of that fact, as well as any requirement or option to commence an STO. In that case, the restrictions would be effective immediately and we would not expect to provide you with an opportunity to make transfers from the one-year Fixed Account Option, other than in compliance with and subject to the limitations in such restrictions. Accordingly, you should consider whether you are willing to be subject to those limitations before you allocate any Premiums or transfers to the one-year Fixed Account Option.

We also may restrict your participation in any systematic investment program if you allocate any amounts to a Fixed Account Option.

Restrictions on Transfers: Market Timing. The Contract is not designed for frequent transfers by anyone. Frequent transfers between and among Investment Divisions may disrupt the underlying Funds and could negatively impact performance, by interfering with efficient management and reducing long-term returns, and increasing administrative costs. Frequent transfers may also dilute the value of shares of an underlying Fund. Neither the Contracts nor the underlying Funds are meant to promote any active trading strategy, like market timing. Allowing frequent transfers by one or some Owners could be at the expense of other Owners of the Contract. To protect Owners and the underlying Funds, we have policies and procedures to deter frequent transfers between and among the Investment Divisions.

Under these policies and procedures, there is a \$25 charge per transfer after 25 in a Contract Year, and no round trip transfers are allowed within 15 calendar days. Also, we could restrict your ability to make transfers to or from one or more of the Investment Divisions, which possible restrictions may include:

- limiting the number of transfers over a period of time;
- requiring a minimum time period between each transfer;
- limiting transfer requests from an agent acting on behalf of one or more Owners or under a power of attorney on behalf of one or more Owners; or
- limiting the dollar amount that you may transfer at any one time.

To the extent permitted by applicable law, we reserve the right to restrict the number of transfers per year that you can request and to restrict you from making transfers on consecutive Business Days. In addition, your right to make transfers between and among Investment Divisions may be modified if we determine that the exercise by one or more Owners is, or would be, to the disadvantage of other Owners.

We continuously monitor transfers under the Contract for disruptive activity based on frequency, pattern and size. We will more closely monitor Contracts with disruptive activity, placing them on a watch list, and if the disruptive activity continues, we will restrict the availability of electronic or telephonic means to make a transfer, instead requiring that transfer instructions be mailed through regular U.S. postal service, and/or terminate the ability to make transfers completely, as necessary. If we terminate your ability to make transfers, you may need to make a partial withdrawal to access the Contract Value in the Investment Division(s) from which you sought a transfer. We will notify you and your financial professional in writing within five days of placing the Contract on a watch list.

Regarding round trip transfers, we will allow redemptions from an Investment Division; however, once a complete or partial redemption has been made from an Investment Division through an Investment Division transfer, you will not be permitted to transfer any value back into that Investment Division within 15 calendar days of the redemption. We will treat as short-term trading activity any transfer that is requested into an Investment Division that was previously redeemed within the previous 15 calendar days, whether the transfer was requested by you or a third party.

Our policies and procedures do not apply to the JNL/Dreyfus Government Money Market Investment Division, the Fixed Account, Dollar Cost Averaging, Earnings Sweep or the Automatic Rebalancing program. We may also make exceptions that involve an administrative error, or a personal unanticipated financial emergency of an Owner resulting from an identified health, employment, or other financial or personal event that makes the existing allocation imprudent or a hardship. These limited exceptions will be granted by an oversight team pursuant to procedures designed to result in their consistent application. Please contact our Jackson of NY Customer Care Center if you believe your transfer request entails a financial emergency.

Otherwise, we do not exempt any person or class of persons from our policies and procedures. We have agreements allowing for asset allocation and investment advisory services that are not only subject to our policies and procedures, but also to additional conditions and limitations, intended to limit the potential adverse impact of these activities on other Owners of the Contract. We expect to apply our policies and procedures uniformly, but because detection and deterrence involves judgments that are inherently subjective, we cannot guarantee that we will detect and deter every Contract engaging in frequent transfers every time. If these policies and procedures are ineffective, the adverse consequences described above could occur. We also expect to apply our policies and procedures in a manner reasonably designed to prevent transfers that we consider to be to the disadvantage of other Owners, and we may take whatever action we deem appropriate, without prior notice, to comply with or take advantage of any state or federal regulatory requirement.

TELEPHONE AND INTERNET TRANSACTIONS

The Basics. You can request certain transactions by telephone or at www.jackson.com, subject to our right to terminate electronic or telephone transfer privileges, as described above. For information about your account, please contact our Jackson of NY Customer Care Center. We require that you provide proper identification before performing transactions over the telephone or online.

What You Can Do and How. You may make transfers by telephone or online if you elect to have this privilege. Any authorization you (and any joint Owner) provide to us in an application, at our website, or through other means will authorize us to accept transaction instructions, including Investment Division transfers/allocations, by you, a joint Owner, or your financial professional unless you notify us to the contrary. To notify us, please call us at the Jackson of NY Customer Care Center. Our contact information is on the cover page of this prospectus and the number is referenced in your Contract or on your quarterly statement. We reserve the right to discontinue this privilege or implement additional limitations.

What You Can Do and When. When authorizing a transfer, you must complete your telephone call by the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) in order to receive that day's Accumulation Unit Value for an Investment Division.

Transfer instructions you send electronically are considered to be received by us at the time and date stated on the electronic acknowledgment we return to you. If the time and date indicated on the acknowledgment is before the close of the New York Stock Exchange, the instructions will be carried out that day. Otherwise the instructions will be carried out the next Business Day. We will retain permanent records of all web-based transactions by confirmation number. If you do not receive an electronic acknowledgment, you should telephone our Jackson of NY Customer Care Center immediately.

How to Cancel a Transaction. You may only cancel an earlier telephonic or electronic transfer request made on the same day by calling the Jackson of NY Customer Care Center before the New York Stock Exchange closes. Otherwise, your cancellation instruction will not be allowed because of the round trip transfer restriction.

Our Procedures. Our procedures are designed to provide reasonable assurance that telephone or any other electronic authorizations are genuine. Our procedures include requesting identifying information and recording telephone communications, and other specific details. We and our affiliates disclaim all liability for any claim, loss or expense resulting from any alleged error or mistake in connection with a transaction requested by telephone or other electronic means that you did not authorize. However, if we fail to employ reasonable procedures to ensure that all requested transactions are properly authorized, we may be held liable for such losses.

We do not guarantee access to telephonic and electronic information or that we will be able to accept transaction instructions via the telephone or electronic means at all times. We also reserve the right to modify, limit, restrict or discontinue at any time and without

notice the acceptance of instruction from someone other than you and/or this telephonic and electronic transaction privilege. Elections of any add-on benefit or program must be in writing and will be effective upon receipt of the request in Good Order.

Upon notification of the Owner's death, any telephone transfer authorization, other than by the surviving joint Owners, designated by the Owner ceases and we will not allow such transactions unless the executor/representative provides written authorization for a person or persons to act on the executor's/representative's behalf.

ACCESS TO YOUR MONEY

You can have access to the money in your Contract:

- by making either a partial or total withdrawal;
- by electing the Automatic Withdrawal Program;
- by electing a Guaranteed Minimum Withdrawal Benefit; or
- by electing to receive income payments.

Your Beneficiary can have access to the money in your Contract when a death benefit is paid.

Withdrawals under the Contract may be subject to a withdrawal charge. For purposes of the withdrawal charge, we treat withdrawals as coming first from earnings (which may be withdrawn free of any withdrawal charge), and then from the oldest Remaining Premium. When you make a total withdrawal you will receive the value of your Contract as of the end of the Business Day your request is received by us in Good Order, *minus* any applicable Premium tax, the annual contract maintenance charges, charges due under any add-on benefit and all applicable withdrawal charges, adjusted for any applicable Market Value Adjustment. For more information about withdrawal charges, please see "Withdrawal Charge" beginning on page 19. We will pay the withdrawal proceeds within seven days of a request in Good Order. If a Premium payment made by personal check or electronic draft is received within the five days preceding a withdrawal request, we may delay payment of the withdrawal proceeds up to seven days after the date of the request, to ensure the check or electronic draft is not returned due to insufficient funds.

Your withdrawal request must be in writing. We will accept withdrawal requests submitted via facsimile. There are risks associated with not requiring original signatures in order to disburse the money. To minimize the risks, the proceeds will be sent to your last recorded address in our records, so be sure to notify us, in writing, with an original signature, of any address change. We do not assume responsibility for improper disbursement if you have failed to provide us with the current address to which the proceeds should be sent.

Except in connection with the Automatic Withdrawal Program, you must withdraw at least \$500 or, if less, the entire amount in the Fixed Account or Investment Division from which you are making the withdrawal. If you are not specific, your withdrawal will be taken from your allocations to the Fixed Account and Investment Divisions based on the proportion their respective values bear to the Contract Value.

With the Automatic Withdrawal Program, you may withdraw a specified dollar amount (of at least \$50 per withdrawal) or a specified percentage. A withdrawal request that would reduce the remaining Contract Value to less than \$2,000 (on a Contract without a GMWB) will be treated as a request for a total withdrawal unless this \$2,000 minimum has been expressly waived by endorsement. After your withdrawal, at least \$100 must remain in each Fixed Account or Investment Division from which the withdrawal was taken.

If you have an investment adviser who, for a fee, manages your Contract Value, you may authorize payment of the fee from the Contract by requesting a partial withdrawal. There are conditions and limitations, so please contact our Jackson of NY Customer Care Center for more information. Our contact information is on the cover page of this prospectus. We neither endorse any investment advisers, nor make any representations as to their qualifications. The fee for this service would be covered in a separate agreement between the two of you, and would be in addition to the fees and expenses described in this prospectus.

Depending on when you applied for the Contract: the availability of an add-on benefit may have been different; how an add-on benefit is calculated varies; and we may have referred to an add-on benefit by a different name – all as noted below.

Income taxes, tax penalties and certain restrictions may apply to any withdrawal you make. There are limitations on withdrawals from qualified plans. For more information, please see "TAXES" beginning on page 64.

Waiver of Withdrawal Charge for Extended Care. We will waive the withdrawal charges (but not any Market Value Adjustment) that would otherwise apply in certain circumstances by providing you, at no charge, an Extended Care Benefit, on amounts of up to \$250,000 from the Fixed Account and Investment Divisions that you withdraw after providing us with a physician's statement that you have been confined to a nursing home or hospital for 90 consecutive days, beginning at least 30 days after your Contract was issued. You may exercise this benefit once under your Contract.

Guaranteed Minimum Withdrawal Benefit Considerations. Most people who are managing their investments to provide retirement income want to provide themselves with sufficient lifetime income and also to provide for an inheritance for their Beneficiaries. The main obstacles they face in meeting these goals are the uncertainties as to (i) how much income their investments will produce, and (ii) how long they will live and will need to draw income from their investments. A Guaranteed Minimum Withdrawal Benefit (GMWB) is designed to help reduce these uncertainties.

A GMWB is intended to address those concerns but does not provide any guarantee the income will be sufficient to cover any individual's particular needs. Moreover, the GMWB does not assure that you will receive any return on your investments. The GMWB also does not protect against loss of purchasing power of assets covered by a GMWB due to inflation. Even relatively low levels of inflation may have a significant effect on purchasing power if not offset by stronger positive investment returns. The step-up feature on certain of the GMWBs may provide protection against inflation when there are strong investment returns that coincide with the availability of effecting a step-up. However, strong investment performance will only help the GMWB guard against inflation if the add-on benefit includes a step-up feature.

Payments under the GMWB will first be made from your Contract Value. Our obligations to pay you more than your Contract Value will only arise under limited circumstances. Thus, in considering the election of any GMWB you need to consider whether the value to you of the level of protection that is provided by a GMWB and its costs, which reduce Contract Value and offset our risks, are consistent with your level of concern and the minimum level of assets that you want to be sure are guaranteed.

The Flex with Joint Option GMWB add-on benefit is available only to spouses and differs from the Flex GMWB without the Joint Option add-on benefit (which is available to spouses and unrelated parties) and enjoys the following advantages:

- If the Contract Value falls to zero, benefit payments under the add-on benefit will continue until the death of the last surviving Covered Life if the For Life Guarantee is effective. (For more information about the For Life Guarantee and for information on who is a Covered Life under this form of GMWB, please see the "Flex With Joint Option GMWB" subsection beginning on page 46.)
- If an Owner dies before the automatic payment of benefits begins, the surviving Covered Life may continue the Contract and the For Life Guarantee is not automatically terminated (as it is on the Flex GMWB without the Joint Option).

The Flex with Joint Option GMWB has a higher charge than the respective Flex GMWB without the Joint Option.

Additionally, the timing and amounts of withdrawals under a GMWB have a significant impact on the amount and duration of benefits. The cumulative cost of a GMWB also is greater the longer the duration of ownership. The closer you are to retirement the more reliably you may be able to forecast your needs to make withdrawals prior to the ages where the amounts of certain benefits (such as a For Life Guarantee (59½) and a GWB adjustment (70)) are locked-in. Conversely, forecasts at younger ages may prove less reliable. You should undertake careful consideration and thorough consultation with your financial professional or retirement planning agent as to the financial resources and age of the Owner/Annuitant and the value to you of the potentially limited downside protection that a GMWB might provide.

Guaranteed Minimum Withdrawal Benefit Important Special Considerations. Each of the GMWBs provides that the GMWB and all benefits thereunder will terminate on the Income Date, which is the date when annuity payments begin. The Income Date is either a date that you choose or the Latest Income Date. The Latest Income Date is the Contract Anniversary on which you will be 95 years old, or such date allowed by the Company on a non-discriminatory basis or as required by an applicable qualified plan, law or regulation. (For more information, please see "INCOME PAYMENTS (THE INCOME PHASE)" beginning on page 56.

Before (1) electing a GMWB, (2) electing to annuitize your Contract after having purchased a GMWB, or (3) when the Latest Income Date is approaching and you are thinking about electing or have elected a GMWB, you should consider whether the termination of all benefits under the GMWB and annuitizing produces the better financial results for you. Naturally, you should discuss with your financial professional whether a GMWB is even suitable for you. Consultation with your financial and tax advisor is also recommended.

These considerations are of greater significance if you are thinking about electing or have elected a GMWB For Life, as the For Life payments will cease when you annuitize voluntarily or on the Latest Income Date. Although each of the For Life GMWBs contain an annuitization option that may allow the equivalent of For Life payments when you annuitize on the Latest Income Date, all benefits under a GMWB For Life (and under the other GMWBs) will terminate when you annuitize.

Please note that withdrawals in excess of certain limits may have a significantly negative impact on the value of your GMWB through prematurely reducing the benefit's Guaranteed Withdrawal Balance (GWB) and Guaranteed Annual Withdrawal Amount (GAWA) and, therefore, cause your GMWB to prematurely terminate. These benefits may not be appropriate if you anticipate having cash needs in excess of the withdrawal limits imposed by the benefits that cannot be covered by sources other than your Contract. Please see "**Guaranteed Withdrawal Balance ("GWB"),**" "**Withdrawals,**" and what constitutes an Excess Withdrawal for your contract under each GMWB for more information about the GWB and GAWA. Please see the explanations of withdrawals under each of the following GMWB descriptions for more information concerning the effect of Excess Withdrawals.

Required Minimum Distributions under Certain Tax Qualified Plans ("RMDs"). The following RMD NOTES contain important information about withdrawals of RMDs from a Contract with a GMWB. For certain tax-qualified Contracts, GMWBs allow withdrawals greater than the Guaranteed Annual Withdrawal Amount (GAWA) to meet a Contract's RMD without compromising the guarantees. The RMD NOTES describe conditions, limitations and special situations related to withdrawals involving a RMD.

RMD NOTES: Notice of an RMD is required at the time of your withdrawal request, and there is an administrative form for providing such notice. The administrative form allows you to elect one time or automatic withdrawals. Eligible withdrawals that are specified as RMDs may only be taken based on the value of the Contract to which the add-on benefit applies, even where the Internal Revenue Code allows taking multiple contracts' RMDs from a single contract. You, as Owner, are responsible for complying with the Internal Revenue Code's RMD requirements. If your requested RMD exceeds our calculation of the RMD for your Contract, your request will not be eligible for the waiver of any applicable charges (i.e., withdrawal charges) and we will impose those charges, which will be reflected in the confirmation of the transaction. An RMD exceeding our calculation may also result in an Excess Withdrawal for purposes of your GMWB, which would result in an adverse recalculation of the GWB and GAWA. For information regarding the RMD calculation for your Contract, please contact our Jackson of NY Customer Care Center. Our contact information is on the cover page of this prospectus.

Under the Internal Revenue Code, RMDs are calculated and taken on a calendar year basis. But with a GMWB, the GAWA is based on Contract Years. Because the intervals for the GAWA and RMDs are different, the add-on benefit's guarantees may become susceptible to being compromised. With tax-qualified Contracts, if the sum of your total partial withdrawals in a Contract Year exceed the greatest of the RMD for each of the two calendar years occurring in that Contract Year and the GAWA for that Contract Year, then the GWB and GAWA could be adversely recalculated, as described above. (If your Contract Year is the same as the calendar year, then the sum of your total partial withdrawals should not exceed the greater of the RMD and the GAWA.) Below is an example of how this modified limit would apply.

Assume a tax-qualified Contract with a Contract Year that runs from July 1 to June 30, and that there are no withdrawals other than as described. The GAWA for the Contract Year (ending June 30, 2025) is \$10. The RMDs for calendar years 2024 and 2025 are \$14 and \$16, respectively.

If the Owner withdraws \$7 in the first and second halves of calendar year 2024 and \$8 in the first and second halves of calendar year 2025, then at the time the withdrawal in the first half of calendar year 2024 is taken, the Owner will have withdrawn \$15 in the Contract Year running from July 1, 2024 to June 30, 2025. Because the sum of the Owner's withdrawals for the Contract Year running from July 1, 2024 to June 30, 2025 is less than the greater of the RMDs for either of the two calendar years occurring in that Contract Year, the GWB and GAWA would not be adversely recalculated.

An exception to this general rule permits that with the calendar year in which your RMDs are to begin, you may take your RMDs for the current and next calendar years during the same Contract Year, as necessary (see example below).

The following example illustrates this exception. It assumes an individual Owner who must begin taking RMDs in the calendar year 2024 on a tax-qualified Contract with a Contract Year that runs from July 1 to June 30.

If the Owner delays taking his first RMD (the 2024 RMD) until March 30, 2025, he may still take the 2025 RMD before the next Contract Year begins on June 30, 2025 without an adverse recalculation of the GWB and GAWA. However, if he takes his second RMD (the 2025 RMD) after June 30, 2025, he should wait until the following Contract Year begins on July 1, 2026 to take his third RMD (the 2026 RMD) because, except for the calendar year in which RMDs begin, withdrawing two RMDs in a single Contract Year could cause the GWB and GAWA to be adversely recalculated (if the total of the two RMDs exceeded the applicable GAWA for that Contract Year).

Examples that are relevant or specific to tax-qualified Contracts in varying circumstances and with specific factual assumptions, are at the end of the prospectus in Appendix D, specifically examples 4, 5, and 7 under section "I. Flex GMWB." **Please consult the financial professional who is helping, or who helped, you purchase your tax-qualified Contract, and your tax advisor, to be sure that the Flex GMWB ultimately suits your needs relative to your RMD.**

In addition, with regard to required minimum distributions (RMDs) under an IRA only, it is important to consult your financial and tax advisor to determine whether the benefits of a particular GMWB will satisfy your RMD requirements or whether there are other IRA holdings that can satisfy the aggregate RMD requirements. With regard to other qualified plans, you must determine what your qualified plan permits. Currently, distributions under qualified plans and Tax-Sheltered Annuities must begin by the later of the calendar year in which you attain age 73 or the calendar year in which you retire. You do not necessarily have to annuitize your Contract to meet the minimum distribution requirements.

The age requirements for beginning distributions under qualified plans and Tax-Sheltered Annuities change periodically. See below for a list of past age requirements and planned future changes to age requirements for beginning these required minimum distributions.

- If you reached the age of 70½ before January 1, 2020, distributions under qualified plans and Tax-Sheltered Annuities were required to begin by the later of the calendar year in which you attained age 70½ or the calendar year in which you retired.
- If you reached the age of 72 before January 1, 2023, distributions under qualified plans and Tax-Sheltered Annuities were required to begin by the later of the calendar year in which you attained age 72 or the calendar year in which you retired.
- If you will reach age 73 on or after January 1, 2033, distributions under qualified plans and Tax-Sheltered Annuities will be required to begin by the later of the calendar year in which you attain age 75 or the calendar year in which you retire.

Guaranteed Minimum Withdrawal Benefits for a Single Life or two Covered Lives with Combinations of Optional Bonus Percentage Amounts, and Guaranteed Death Benefit ("Flex GMWB" and "Flex with Joint Option GMWB").

These are Guaranteed Minimum Withdrawal Benefits (GMWBs) that guarantee the withdrawal of minimum annual amounts for life, regardless of the performance of the underlying investment options. The amount of withdrawals that you can make will depend on which benefit option you elect under these GMWBs, but we guarantee the minimum annual withdrawal amount. Prior to August 28, 2023, these GMWBs were called "LifeGuard Freedom Flex GMWB" and "LifeGuard Freedom Flex with Joint Option GMWB". Please see "Appendix J (Historical Benefit Descriptions for Flex GMWB and Flex with Joint Option GMWB)" for benefit descriptions applicable to elections of these benefits prior to August 28, 2023.

Flex with Joint Option GMWB provides for coverage for the life of the Owner and Owner's spouse ("Covered Lives"). In the case of tax-qualified Contracts owned by a natural person, the Owner and the primary spousal Beneficiary named as of the effective date of this add-on benefit will each be considered a Covered Life. On non-qualified Flex with Joint Option GMWB Contracts owned by natural persons, the spousal joint Owners will each be considered a Covered Life.

These GMWBs permit, prior to being added to the Contract, the selection of a benefit option that provides a set combination of the following features.

- a range of bonus percentage amounts (Current Bonus percentage amounts are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical bonus percentages, please see "Appendix I (Historical GMWB Bonus Percentages)."),
- varying income stream options, which provide for different levels of Guaranteed Annual Withdrawal Amount Percentages (Current GAWA percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical GAWA percentages, please see "Appendix G (Historical GAWA Percentages)."),

- annual or quarterly Contract Value step-ups (quarterly step-ups are applied annually based on the highest quarterly Contract Value), and
- an optional death benefit.

The different benefit options are intended to address different investor needs. The combination of features included in the Value benefit option are intended to be the most cost conscious of the benefit options, and generally will include the lowest bonus option and income stream option, coupled with the most conservative step-up option for the lowest cost of the available benefit options. The combination of features in the Core benefit option are intended to provide a higher income stream guarantee when compared to the Value benefit option, offered at a slightly higher cost. The combination of features in the Plus benefit option generally provide the highest bonus option and income stream option, and the most beneficial step-up option for the highest cost when compared to the other benefit options available. For investors who wish to add legacy protection, the add-on Flex Guaranteed Minimum Death Benefit is available for an additional cost in connection with elections of the single-life versions of the Value and Core benefit options.

We disclose the benefit options currently available for election, as well as the current underlying combinations of features for each benefit option in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-4.html.

Each benefit option is associated with a different GMWB charge. Current charge amounts are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-4.html. For a list of historical charges, please see “Appendix F (Historical Add-On Benefit Charges)”.

At the time you purchased your Contract, different option combinations may have been available. See your Contract and Endorsements for the options applicable to your Contract. Additionally, at the time you purchased your Contract, different benefit option requirements may have been in place for election of the Flex DB NY. Please see “Appendix I (Historical GMWB Bonus Percentages)” for more information.

These GMWBs may be appropriate for those individuals who are looking for a combination of Options within a GMWB that differs from the combinations of specified similar features offered by Jackson of NY under other GMWBs. Thus, the Flex GMWB and Flex with Joint Option GMWB allow the Owner (or the Owner and the Owner’s spouse), with the assistance of his or her financial professional, to select a benefit option, consistent with a variety of considerations, such as: his or her expectations of market performance; anticipated timing of subsequent Premiums; needs for future guaranteed annual percentage of withdrawals; expectation of need for early or unscheduled withdrawals to fund then current living expenses and obligations; marital and family status; and tax-qualified or non-tax-qualified purpose of the investment.

Differences in the percentage of a Bonus Option or differences in the method of computing Contract Value for purposes of a step-up Option do not otherwise affect the operation of the resulting combination of Options.

References to “this GMWB” apply to each of the GMWBs, Flex GMWB and Flex with Joint Option GMWB, including all of the available benefit options, as discussed below. In addition, as disclosed in the Fees and Expenses Tables, the charges of each GMWB will vary depending on the benefit options selected. Upon selection of the benefit option and a request for one of these GMWBs received in Good Order, the Owner will receive an endorsement to the Contract reflecting the selection of Options.

Each benefit option, other than the combination that includes the Flex DB NY (for information about the Flex DB NY, please see “Flex DB NY” under “Add-On Death Benefits”, beginning on page 59.) is offered to Owners between the ages of 35 and 80. As explained below with regard to both the Flex GMWB and Flex with Joint Option GMWB, the timing and amounts of withdrawals have a significant impact on the amount and duration of benefits. The cumulative costs of these GMWBs are also greater the longer the duration of ownership. The closer you are to retirement, the more reliably you may be able to forecast your needs to make withdrawals prior to the ages where the amounts of certain benefits such as the For Life Guarantee (59½) and the GWB adjustment (70) are locked-in. Conversely, forecasts at younger ages may prove less reliable. You should undertake careful consideration and thorough consultation with your financial professional as to the financial resources and age of the Owner/Annuitant and the value to you of the potentially limited downside protection that this GMWB might provide.

These GMWBs may not be terminated by the Owner independently from the Contract to which they are attached.

Flex GMWB.

The following description of this GMWB is supplemented by the examples in Appendix D under section “I. Flex GMWB,” particularly example 2 for the varying benefit percentage, examples 6 and 7 for the step-ups and example 12 for the guaranteed withdrawal balance adjustment.

This GMWB guarantees partial withdrawals during the Contract’s accumulation phase (i.e., before the Income Date) subject to the following:

- If the For Life Guarantee is in effect, the guarantee lasts for the lifetime of the Designated Life **or if there are joint Owners, the lifetime of the joint Owner who dies first** (the “For Life Guarantee”). For purposes of this GMWB, the Designated Life is the original Owner (or oldest joint Owner) if the Owner is a natural person. If the Owner is a legal entity, the Designated Life is the original Annuitant (or oldest joint Annuitant).

For the Owner that is a legal entity, the guarantee lasts for the lifetime of the Designated Life (or if there are joint Annuitants, the lifetime of the joint Annuitant who dies first).

The For Life Guarantee becomes effective on the Contract Anniversary on or immediately following the Designated Life attaining the age of 59½. If the Designated Life is 59½ years old or older on the add-on benefit’s effective date, then the For Life Guarantee is effective when this GMWB is added to the Contract.

If the For Life Guarantee is in effect, it will be terminated if a withdrawal exceeds the permissible amounts and reduces the Contract Value to zero. (Please see the “Contract Value is Zero” subsection below to understand what happens when the Contract Value is reduced to zero.) Otherwise, the For Life Guarantee remains effective until the date this GMWB is terminated or until the Continuation Date on which this GMWB is continued under spousal continuation. Please see the “Termination” subsection below to understand under what conditions this GMWB and, accordingly, the For Life Guarantee can be terminated.

In addition, if the For Life Guarantee is not yet in effect, withdrawals that cause the Contract Value to reduce to zero void the For Life Guarantee and it will never become effective. See “Contract Value is Zero” below for more information.

- If the For Life Guarantee is not in effect, the guarantee lasts until the earlier of (1) the date of death of the Owner (or any joint Owner) or (2) the date when all withdrawals under the Contract equal the Guaranteed Withdrawal Balance (GWB), without regard to Contract Value.

The GWB is the guaranteed amount available for future periodic withdrawals.

In the event of the Owner’s death, a spousal Beneficiary may continue this GMWB under spousal continuation. In that event, the GWB is payable until depleted. (Please see the “Spousal Continuation” subsection below for more information.) If the Beneficiary is a non-spousal Beneficiary, the GWB is void and this add-on benefit is terminated; therefore, the Owner’s death may have a significant negative impact on the value of this GMWB and cause the add-on benefit to prematurely terminate.

Please consult the financial professional who is helping, or who helped, you purchase your Contract to be sure that this GMWB and the benefit option you ultimately choose suits your needs and is consistent with your expectations.

This GMWB is available to Owners 35 to 80 years old, or 35 to 75 years old if you elect to add the Flex DB NY (proof of age is required). This GMWB may be added to a Contract on the Issue Date or on any Contract Anniversary (subject to availability). Please note, while this GMWB may be added to a Contract on any Contract Anniversary (subject to availability), the Flex DB NY is not available after issue and can only be added on the Issue Date. Once added this GMWB cannot be cancelled except by a Beneficiary who is the Owner’s spouse, who, upon the Owner’s death, may elect to continue the Contract without the GMWB. If you are eligible to elect this GMWB after the Contract Issue Date on a Contract Anniversary (subject to availability), we must receive a request in

Good Order within 30 calendar days prior to the Contract Anniversary. **This GMWB is not available on a Contract that already has a GMWB (only one GMWB per Contract).** Availability of this GMWB may be subject to further limitation.

We allow ownership changes of a Contract with this GMWB. However, The Designated Life may not be changed. Any provisions referring to the age of a Designated Life apply even if that Designated Life is no longer living. When the Owner is a legal entity, changing Annuitants is not allowed.

There is a limit on withdrawals each Contract Year to keep the guarantees of this GMWB in full effect – the greater of the Guaranteed Annual Withdrawal Amount (GAWA) and for certain tax-qualified Contracts, the required minimum distribution (RMD) under the Internal Revenue Code. Withdrawals exceeding the limit do not invalidate the For Life Guarantee, but cause the GWB and GAWA to be recalculated, and may be subject to withdrawal charges. Please see **Guaranteed Withdrawal Balance (“GWB”)** and **“Withdrawals”** below for more information about the GWB and GAWA.

Guaranteed Withdrawal Balance (“GWB”). The GWB is established for the sole purpose of determining the minimum withdrawal benefit and is not used in calculating your Contract Value or other guaranteed benefits. The GWB depends on when this GMWB is added to the Contract, and the GAWA derives from the GWB for all combinations of Options.

When this GMWB is added to the Contract on the Issue Date –

The **GWB** equals initial Premium net of any applicable Premium taxes.

The **GAWA** is determined based on the Designated Life’s (or oldest joint Owner’s) attained age at the time of first withdrawal and equals the GAWA percentage multiplied by the GWB prior to the partial withdrawal.

When this GMWB is added to the Contract on any Contract Anniversary, subject to availability –

The **GWB** equals Contract Value.

The **GAWA** is determined based on the Designated Life’s attained age at the time of first withdrawal and equals the GAWA percentage multiplied by the GWB prior to the partial withdrawal.

The GWB can never be more than \$10 million (including upon Step-Up, the application of a GWB adjustment or the application of any bonus), and the GWB is reduced by each withdrawal.

PLEASE NOTE: Upon the death of the Designated Life, or in the case of joint Owners, the death of the first joint Owner, the For Life Guarantee is void. However, this GMWB may be continued by a spousal Beneficiary without the For Life Guarantee. Please see the “Spousal Continuation” subsection below for more information. If the For Life Guarantee is not in effect, upon the death of the Owner or any joint Owner, or upon the depletion of the GWB, all payments will cease and spousal continuation will not be available.

Withdrawals. The GAWA percentage and the GAWA are determined at the time of the first withdrawal. The GAWA is equal to the GAWA percentage multiplied by the GWB prior to the partial withdrawal. The GAWA percentage varies according to age group and the Income Stream Level associated with your selected benefit option, and is determined based on the Designated Life’s attained age at the time of the first withdrawal. (Elsewhere in this prospectus we refer to this varying GAWA percentage structure as the “varying benefit percentage”.)

There are different Income Stream Levels available, depending upon the benefit option you elect, each of which provide different sets of GAWA percentages. The current GAWA percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy of the current Rate Sheet Prospectus Supplement, please visit www.jackson.com/product-literature-2.html. We reserve the right to prospectively restrict the availability of the benefit options. Therefore, not all GAWA percentages may be available at the time you are interested in electing this GMWB. Please contact your financial professional, or contact us at our Jackson of NY Customer Care Center, for information regarding the current availability of the benefit options and their associated GAWA percentages.

We reserve the right to prospectively change the GAWA percentages, including the age bands, on new GMWB endorsements. The current GAWA percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy of the current Rate Sheet Prospectus Supplement, please visit www.jackson.com/product-literature-2.html. Please see “Appendix G (Historical GAWA Percentages)” to view historical GAWA percentages.

The GAWA percentages applicable to your benefit will be reflected in your Contract endorsement.

Withdrawals cause the GWB to be recalculated. Withdrawals will also cause the GAWA to be recalculated if the withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the GAWA, or for certain tax-qualified Contracts only, the RMD (if greater than the GAWA). In such case, the recalculation of the GAWA will occur whether or not the For Life Guarantee is in effect. If the GWB is less than the GAWA at the end of any Contract Year and the For Life Guarantee is not in effect, the GAWA will be set equal to the GWB. This may occur, when over time, payment of the guaranteed withdrawals is nearly complete, the For Life Guarantee is not in effect and the GWB has been depleted to a level below the GAWA. The tables below clarify what happens in each instance. (RMD denotes the required minimum distribution under the Internal Revenue Code for certain tax-qualified Contracts only. There is no RMD for non-qualified Contracts.) In addition, if the For Life Guarantee is not yet in effect, withdrawals that cause the Contract Value to reduce to zero void the For Life Guarantee and it will never become effective. See “Contract Value is Zero” below for more information.

If cumulative withdrawals during a Contract Year do not exceed the greater of the GAWA or RMD, if applicable, no withdrawal charges will apply to those withdrawals. If any portion of a withdrawal causes the cumulative total of all withdrawals taken during the Contract Year to exceed the greater of the GAWA or RMD, if applicable, withdrawal charges may apply to the portion of the withdrawal defined as an Excess Withdrawal (see below for more information on Excess Withdrawals).

For certain tax-qualified Contracts, this GMWB allows withdrawals greater than GAWA to meet the Contract’s RMD without compromising the add-on benefit’s guarantees. Examples 4, 5 and 7 in Appendix D under section “I. Flex GMWB” supplement this description. Because the intervals for the GAWA and RMDs are different, namely Contract Years versus calendar years, and because RMDs are subject to other conditions and limitations, if your Contract is a tax-qualified Contract, then please see “RMD NOTES” under “Guaranteed Minimum Withdrawal Benefit Important Special Considerations” on page 33, for more information.

When a withdrawal, plus all prior withdrawals in the current Contract Year, is less than or equal to the greater of the GAWA or RMD, as applicable –

The **GWB** is recalculated, equaling the greater of:

- The GWB before the withdrawal less the withdrawal; *Or*
- Zero.

The **GAWA** is unchanged.

The GAWA is **not** reduced if all withdrawals during any one Contract Year do not exceed the greater of the GAWA or RMD, as applicable. The GAWA will be reduced at the end of a Contract Year to equal the GWB if the For Life Guarantee is not in effect and the GWB is nearly depleted, resulting in a GWB that is less than the GAWA. You may withdraw the greater of the GAWA or RMD, as applicable, all at once or throughout the Contract Year. Withdrawing less than the greater of the GAWA or RMD, as applicable, in a Contract Year does not entitle you to withdraw more than the greater of the GAWA or RMD, as applicable, in the next Contract Year. The amount you may withdraw each Contract Year and not cause the GWB and GAWA to be recalculated does not accumulate.

Withdrawing more than the greater of the GAWA or RMD, as applicable, in a Contract Year causes the GWB and GAWA to be recalculated (see below and Example 7 in Appendix D under section “I. Flex GMWB”). **In recalculating the GWB, the GWB could be reduced by more than the withdrawal amount. The GAWA will also be reduced. Therefore, please note that withdrawing more than the greater of the GAWA or RMD, as applicable, in a Contract Year may have a significantly negative impact on the value of this benefit.**

When a withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA or RMD, as applicable –

The **GWB** is recalculated, equaling the greater of:

- The GWB prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see below), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal; *Or*
- Zero.

The **GAWA** is recalculated as follows:

- The GAWA prior to the partial withdrawal is reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal.

The Excess Withdrawal is defined to be the lesser of:

- The total amount of the current partial withdrawal, or
- The amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, as applicable.

Withdrawals under this GMWB are assumed to be the total amount deducted from the Contract Value, including any withdrawal charges, asset allocation fees, and other charges or adjustments. Any withdrawals from Contract Value allocated to a Fixed Account Option may be subject to a Market Value Adjustment. For more information, please see “THE FIXED ACCOUNT” beginning on page 10. Withdrawals in excess of free withdrawals may be subject to a withdrawal charge.

Withdrawals under this GMWB are considered the same as any other partial withdrawals for the purposes of calculating any other values under the Contract and any other add-on benefits (for example, the Contract’s death benefit). All withdrawals count toward the total amount withdrawn in a Contract Year, including automatic withdrawals, RMDs for certain tax-qualified Contracts, withdrawals of asset allocation and advisory fees, and free withdrawals under the Contract. They are subject to the same restrictions and processing rules as described in the Contract. They are also treated the same for federal income tax purposes. For more information about tax-qualified and non-qualified Contracts, please see “TAXES” beginning on page 64.

If the age of any Designated Life is incorrectly stated at the time of election of the GMWB, on the date the misstatement is discovered, the GWB and the GAWA will be recalculated based on the GAWA percentage applicable at the correct age. Any future GAWA percentage recalculation will be based on the correct age. If the age at election of the Designated Life falls outside the allowable age range, the GMWB will be null and void and all GMWB charges will be refunded.

Withdrawals made under section 72(t) or section 72(q) of the Code are **not** considered RMDs for purposes of preserving the guarantees under this GMWB. Such withdrawals that exceed the GAWA will have the same effect as any withdrawal or Excess Withdrawal as described above and, consistent with that description, may cause a significant negative impact to your benefit.

Guaranteed Withdrawal Balance Adjustment. If no withdrawals are taken from the Contract on or prior to the GWB Adjustment Date (as defined below), then you will receive a GWB adjustment. Tax-qualified plan Contract Owners should consider the impact of Required Minimum Distributions on this benefit since any withdrawal from the Contract will void the GWB adjustment.

The GWB Adjustment Date is the later of:

- The Contract Anniversary on or immediately following the Designated Life’s 70th birthday, *or*
- The 12th Contract Anniversary following the effective date of this add-on benefit.

The GWB adjustment is determined as follows:

- On the effective date of this endorsement, the GWB adjustment is equal to a percentage of the GWB, subject to a maximum of \$10 million. Current GWB adjustment percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical GWB adjustment percentages, please see “Appendix H (Historical GWB Adjustment Percentages).”
- With each subsequent Premium received after this GMWB is effective and prior to the first Contract Anniversary following this GMWB’s effective date, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the applicable GWB adjustment percentage of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10 million. (See Example 3 in Appendix D under section “I. Flex GMWB”.)
- With each subsequent Premium received on or after the first Contract Anniversary following this GMWB’s effective date, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10,000,000. (See Example 3 in Appendix D under section “I. Flex GMWB”.)

If no partial withdrawals are taken on or prior to the GWB Adjustment Date, the GWB will be re-set on that date to equal the greater of the current GWB or the GWB adjustment. No adjustments are made to the Bonus Base. Once the GWB is re-set, this GWB adjustment provision terminates. **In addition, if a withdrawal is taken on or before the GWB Adjustment Date, this GWB**

adjustment provision terminates without value. (Please see example 11 in Appendix D under section “I. Flex GMB” for an illustration of this GWB adjustment provision.)

Premiums.

With each subsequent Premium payment on the Contract –

The **GWB** is recalculated, increasing by the amount of the Premium net of any applicable Premium taxes.

If the Premium payment is received after the first withdrawal, the **GAWA** is also recalculated, increasing by:

- The GAWA percentage multiplied by the subsequent Premium payment net of any applicable Premium taxes; *Or*
- The GAWA percentage multiplied by the increase in the **GWB – if the maximum GWB is hit.**

We require prior approval for a subsequent Premium payment that would result in your Contract having \$1 million of Premiums in the aggregate. We also reserve the right to refuse subsequent Premium payments. **The GWB can never be more than \$10 million.** See Example 3b in Appendix D under section “I. Flex GMWB” to see how the GWB is recalculated when the \$10 million maximum is hit.

Step-up. On each Contract Anniversary following the effective date of this GMWB, if the Contract Value is greater than the GWB, the GWB will be automatically re-set to the Contract Value, by one of two calculation methods. These calculation methods vary depending upon the benefit option you elect, and cannot be changed after the effective date of your GMWB. Under one method, the GWB will be reset to the Contract Value on that Contract Anniversary (the “Contract Anniversary Value”). Under the other method the GWB will be reset annually on each Contract Anniversary to the highest quarterly Contract Value, as described immediately below (“Highest Quarterly Contract Value”).

The Contract Anniversary Value method, as opposed to the Highest Quarterly Contract Value method, is determined solely by reference to and use of the Contract Value on that Contract Anniversary.

The Highest Quarterly Contract Value is determined by reference to and use of the Contract Value on the highest of the four prior Contract Quarterly Anniversaries as follows:

The Highest Quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined. The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable Premium taxes, and adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

When a withdrawal, plus all prior withdrawals in the current Contract Year, is less than or equal to the greater of the GAWA or RMD, as applicable –

The quarterly adjusted Contract Value is equal to the greater of:

- The quarterly adjusted Contract Value prior to the partial withdrawal, reduced by the partial withdrawal; *Or*
- Zero.

When a withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA or RMD, as applicable –

The quarterly adjusted Contract Value is equal to the greater of:

- The quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see above), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal; *Or*
- Zero.

With a step-up –

The **GWB** equals the Contract Value, as determined based on the Highest Quarterly Contract Value (**subject to a \$10 million maximum**).

- The GAWA percentage will not be recalculated upon step-ups following spousal continuation.

For all Contracts to which this GMWB is added, if the step-up occurs after the first withdrawal, the **GAWA** is recalculated, equaling the greater of:

- The GAWA percentage (as adjusted by any increase that occurs pursuant to the same step-up) multiplied by the new **GWB**, *Or*
- The GAWA prior to step-up.

PLEASE NOTE: Withdrawals from the Contract reduce the **GWB and Contract Value.**

The **GWB can never be more than \$10 million with a step-up.** Upon step-up, the applicable GMWB charge will be reflected in your confirmation.

GMWB Charge Increase. On each fifth Contract Anniversary, the **GMWB charge may be increased**. You will be notified in advance of a GMWB Charge increase and may elect to opt out of the charge increase and any future charge increases by forfeiting the **GWB** bonus provision, automatic step-up provision, **GWB** adjustment, and any other increases to the **GWB** and **GAWA**. Such election must be received in Good Order prior to the Contract Anniversary. **If you elect to opt out of charge increases, no future Premiums will be allowed and the **GAWA%** will be determined with no future recalculation.** While electing to discontinue these provisions will prevent an increase in the charge, you will be foregoing possible increases in your **GWB** and/or **GAWA** so carefully consider this decision should we notify you of a charge increase. Such election is final, and you may not subsequently elect to reinstate these provisions once they have been discontinued. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order. Charge increases under this provision may only occur every five years on the Contract Anniversary. If we opt not to increase a charge under this provision, the charge will not be subject to increase again until the Contract Anniversary five years thereafter. For more information, please see “Flex GMWB Charge.”

Owner’s Death. The Contract’s death benefit is not affected by this GMWB so long as Contract Value is greater than zero and the Contract is still in the accumulation phase. Upon your death (or the death of any joint Owner) while the Contract is still in force, this GMWB terminates without value, unless continued by the surviving spouse.

Also see the “*Flex DB NY*” under “Add-On Death Benefits”, beginning on page 59 for the death benefit that differs from the Contract’s death benefit and is available only in combination with the selection of certain Flex GMWB benefit options. At the time you purchased your Contract, different requirements may have been in place for election of the Flex DB NY. Please see “Appendix I (Historical GMWB Bonus Percentages)” for more information.

Contract Value Is Zero. With this GMWB, in the event the Contract Value is zero, the Owner will receive annual payments of the **GAWA** until the death of the Designated Life (or the death of any joint Owner), so long as the For Life Guarantee is in effect and the Contract is still in the accumulation phase. If the For Life Guarantee is not in effect, the Owner will receive annual payments of the **GAWA** until the earlier of the death of the Designated Life (or the death of any joint Owner) or the date the **GWB**, if any, is depleted, so long as the Contract is still in the accumulation phase. The last payment will not exceed the remaining **GWB** at the time of payment. If the **GAWA** percentage has not yet been determined, it will be set at the **GAWA** percentage corresponding to the Designated Life’s attained age at the time the Contract Value falls to zero and the **GAWA** will be equal to the **GAWA** percentage multiplied to the **GWB**.

After each payment when the Contract Value is zero –

The **GWB** is recalculated, equaling the greater of:

- The **GWB** before the payment less the payment; *Or*
- Zero.

The **GAWA** is unchanged. At the end of each Contract Year, if the **GWB** is less than the **GAWA** and the For Life Guarantee is not in effect, the **GAWA** is set equal to the **GWB**.

Subject to the Company's approval, you may elect to receive payments more frequently than annually. If you die, all rights under your Contract cease. No subsequent Premium payments will be accepted. All add-on benefits terminate without value and no death benefit is payable, including the Flex DB NY.

Spousal Continuation. In the event of the Owner's death (or any joint Owner's death), the Beneficiary who is the Owner's spouse may elect to:

- Continue the Contract with this GMWB – so long as Contract Value is greater than zero, and the Contract is still in the accumulation phase. (The date the spousal Beneficiary's election to continue the Contract is in Good Order is called the Continuation Date.)
 - Upon the Owner's death, the For Life Guarantee is void.
 - The GWB is only payable while there is value to it (until depleted).
 - The GWB adjustment provision is void.
 - Step-ups will continue as permitted in accordance with the step-up rules above.
 - Contract Anniversaries will continue to be based on the Contract's Issue Date.
 - If the GAWA percentage has not yet been determined, the GAWA percentage will be based on the original Designated Life's attained age on the continuation date (as if that person survived to that date). The GAWA percentage will not change on future step-ups.
 - The Latest Income Date is based on the age of the surviving spouse. Please refer to "Annuitization" subsection below for information regarding the availability of the "Specified Period Income of the GAWA" option if the GWB has been continued by a spousal Beneficiary upon the death of the original Owner.
- Continue the Contract without this GMWB (GMWB is terminated).
- Add this GMWB to the Contract on any Contract Anniversary after the Continuation Date, subject to availability, and subject to the Beneficiary's eligibility – if the spousal Beneficiary terminated the GMWB in continuing the Contract.

For more information about spousal continuation of a Contract, please see "Spousal Continuation Option" beginning on page 63.

Termination. This GMWB terminates subject to a prorated GMWB Charge assessed for the period since the last monthly charge and all benefits cease on the earliest of:

- The Income Date;
- The date of total withdrawal of Contract Value;
 - In taking a total withdrawal of your Contract Value, you will receive the Contract Value less any applicable charges and adjustments and not the GWB or the GAWA you would have received under this GMWB.
- The date of the Owner's death (or any joint Owner's death), unless the Beneficiary who is the Owner's spouse elects to continue the Contract with the GMWB;
- The Continuation Date if the spousal Beneficiary elects to continue the Contract without the GMWB; or
- The date all obligations for payment under this GMWB are satisfied after the Contract has terminated pursuant to the termination provisions of the Contract.

This GMWB may not otherwise be terminated independently from termination of the Contract.

Annuitization.

Life Income of GAWA. On the Latest Income Date if the For Life Guarantee is in effect, the Owner may choose this income option instead of one of the other income options listed in the Contract. This income option provides payments in a fixed dollar amount for the lifetime of the Owner (or, with joint Owners, the lifetime of the joint Owner who dies first). The total annual amount payable will equal the GAWA in effect at the time of election of this option. This annualized amount will be paid in the frequency (no less frequently than annually) that the Owner selects. No further annuity payments are payable after the death of the Owner (or any Owner's death with joint Owners), and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if the Owner dies before the due date of the second payment.

If the GAWA percentage has not yet been determined, the GAWA percentage will be based on the Designated Life's attained age at the time of election of this option. The GAWA percentage will not change after election of this option.

Specified Period Income of the GAWA. On the Latest Income Date if the For Life Guarantee is *not* in effect, the Owner may choose this income option instead of one of the other income options listed in the Contract. **(This income option only applies if the GMWB has been continued by the spousal Beneficiary upon the death of the original Owner, in which case the spouse becomes the Owner of the Contract and the Latest Income Date is based on the age of the spouse.)**

This income option provides payments in a fixed dollar amount for a specific number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount, and no payments will be made in excess of the remaining GWB. The annual amount payable will equal the GAWA, except that the last payment may be a smaller amount equal to the then-remaining GWB. This annualized amount will be paid over the specific number of years in the frequency (no less frequently than annually) that the Owner selects. If the Owner should die before the payments have been completed, the remaining payments will be made to the Beneficiary, as scheduled.

The "Specified Period Income of the GAWA" income option may not be available if the Contract is issued as a tax qualified Contract under Sections 401, 403, 408 or 457 of the Internal Revenue Code. For such Contracts, this income option will only be available if the guaranteed period is less than the life expectancy of the spouse at the time the option becomes effective.

See "Guaranteed Minimum Withdrawal Benefit General Considerations" and "Guaranteed Minimum Withdrawal Benefit Important Special Considerations" beginning on page 33 for additional things to consider before electing a GMWB; when electing to annuitize your Contract after having purchased a GMWB; or when the Latest Income Date is approaching and you are thinking about electing or have elected a GMWB.

Effect of GMWB on Tax Deferral. This GMWB may not be appropriate for Owners who have as a primary objective taking maximum advantage of the tax deferral that is available to them under an annuity contract to accumulate assets. Please consult your tax and financial professionals before adding this GMWB to a Contract.

Bonus. The primary purpose of the bonus is to act as an incentive for you to defer taking withdrawals. A bonus equal to a percentage of the Bonus Base (defined below) will be applied to the GWB at the end of each Contract Year within the Bonus Period (also defined below) if no withdrawals are taken during that Contract Year. The current Bonus percentage options are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical Bonus percentage options, please see "Appendix I (Historical GMWB Bonus Percentages)." The percentage that actually applies under your GMWB is the one that is included as the bonus rate in the benefit option that you elect. The bonus enables the GWB and GAWA to increase in a given Contract Year (even during a down market relative to your Contract Value allocated to the Investment Divisions). The increase, however, may not equal the amount that your Contract Value has declined. This description of the bonus feature is supplemented by the examples in Appendix D under section "I. Flex GMWB", particularly example 10. The box below has more information about the bonus, including:

- How the bonus is calculated;
- What happens to the Bonus Base (and bonus) with a withdrawal, Premium payment, and any step-up;

- For how long the bonus is available; and
- When and what happens when the bonus is applied to the GWB.

The bonus equals a percentage of the Bonus Base, determined by the Bonus included in your benefit option election. The Bonus Base may vary after this GMWB is added to the Contract, as described immediately below.

- When this GMWB is added to the Contract, the Bonus Base equals the GWB.
- With a withdrawal, if that withdrawal, and all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA and the RMD, as applicable, then the Bonus Base is set to the lesser of the GWB after, and the Bonus Base before, the withdrawal. This recalculation may reduce the Bonus Base because the Excess Withdrawal may reduce the GWB by more than the dollar amount of the withdrawal. Otherwise, there is no adjustment to the Bonus Base with withdrawals.
 - All withdrawals count, including: automatic withdrawals; RMDs for certain tax-qualified Contracts; withdrawals of asset allocation and advisory fees; and free withdrawals under the Contract.
 - A withdrawal in a Contract Year during the Bonus Period (defined below) precludes a bonus for that Contract Year.
- With a Premium payment, the Bonus Base increases by the amount of the Premium payment net of any applicable Premium taxes.
- With any step-up (if the GWB increases upon step-up), the Bonus Base is set to the greater of the GWB after, and the Bonus Base before, the step-up.

The Bonus Base can never be more than \$10 million.

The bonus is applied at the end of each Contract Year during the Bonus Period, if there have been no withdrawals during that Contract Year. **Conversely, any withdrawal, including but not limited to automatic withdrawals and required minimum distributions, taken in a Contract Year during the Bonus Period causes the bonus not to be applied.** Once a bonus is credited, it cannot be forfeited. However, as outlined above, certain withdrawals will reduce the Bonus Base.

When the bonus is applied:

- The GWB is recalculated, increasing by a percentage of the Bonus Base, determined by the Bonus included in your benefit option election.
- If the Bonus is applied after the first withdrawal (in a prior year), the GAWA is then recalculated, equaling the greater of the GAWA percentage multiplied by the new GWB or the GAWA before the bonus.

Applying the bonus to the GWB does not affect the Bonus Base or GWB adjustment.

The Bonus is only available during the Bonus Period. The Bonus Period begins on the effective date of this GMWB. In addition, the Bonus Period will re-start at the time the Bonus Base increases due to a step-up so long as the step-up occurs on or before the Contract Anniversary immediately following the Designated Life's 80th birthday. (See example below.)

The Bonus Period ends on the earlier of:

- The tenth Contract Anniversary following (1) the effective date of the add-on benefit or (2) the most recent increase to the Bonus Base due to a step-up, if later; or
- The date the Contract Value is zero.

The Bonus Period re-starts if the Bonus Base increases due to a step-up. Because of this, it is possible for the Bonus Period to expire and then re-start on a later Contract Anniversary. To facilitate the re-start of the Bonus Period in these circumstances, the Bonus Base will continue to be calculated even after the Bonus Period expires. Such a restart, however, will not reinstate any bonus that would have been credited on a prior date that was not within a Bonus Period.

The purpose of the re-start provision is to extend the period of time over which the Owner is eligible to receive a bonus. For example, assume this GMWB is added to a Contract on December 1, 2024. At that time, the bonus period is scheduled to expire on December 1, 2034 (which is the tenth Contract Anniversary following the effective date of the add-on benefit). If a step-up increasing the Bonus Base occurs on the third Contract Anniversary following the effective date of the add-on benefit (December 1, 2027), and the Designated Life is younger than age 80, the Bonus Period will re-start and will be scheduled to expire on December 1, 2037. Further, assuming that the next Bonus Base increase due to a step-up does not occur until December 1, 2039 (which is two years after the Bonus Period in this example expired) and that the Designated Life is still younger than age 80 at that time, the Bonus Period would re-start on December 1, 2039, and would be scheduled to expire on December 1, 2049. (Please also see Examples 6 and 7 in Appendix D under section “I. Flex GMWB” for more information regarding the re-start provision.)

Spousal continuation of a Contract with this GMWB does not affect the Bonus Period; Contract Anniversaries are based on the Contract’s Issue Date.

Flex with Joint Option GMWB.

The description of this GMWB is supplemented by the examples in Appendix D under section “I. Flex GMWB”, particularly example 2 for the varying benefit percentage, examples 6 and 7 for the step-ups, example 12 for the For Life guarantees and example 13 for the guaranteed withdrawal balance adjustment.

Except as otherwise discussed below, the election of this GMWB under a non-tax-qualified contract requires the joint Owners to be spouses (as defined under the Internal Revenue Code) and each joint Owner is considered to be a “Covered Life.” In such cases, the Owners can be subsequently changed, but the Covered Lives cannot be changed. Upon the death of either joint Owner, the surviving joint Owner will be treated as the primary Beneficiary and all other Beneficiaries will be treated as contingent Beneficiaries. The For Life Guarantee will not apply to these contingent Beneficiaries, as they are not Covered Lives.

This GMWB is available on a limited basis under non-qualified Contracts for certain kinds of legal entities, such as (i) custodial accounts where the spouses are the joint Annuitants and (ii) trusts where the spouses are the sole beneficial owners and joint Annuitants. In these cases, the spouses are the Covered Lives, and the For Life Guarantee is based on the Annuitant’s life who dies last. The Owners can be subsequently changed but no changes of Annuitant are allowed.

Tax-qualified Contracts cannot be issued to joint Owners and require the Owner and Annuitant to be the same person. Under a tax-qualified Contract, the election of this GMWB requires the Owner and primary Beneficiary to be spouses (as defined in the Internal Revenue Code). The Owner and only the primary spousal Beneficiary named at the election of this GMWB under a tax-qualified Contract will also each be considered a Covered Life, and these Covered Lives cannot be subsequently changed.

In certain circumstances we may permit the elimination of a joint Owner Covered Life or primary spousal Beneficiary Covered life in the event of divorce. In such cases, new Covered Lives may not be named.

For tax-qualified Contracts, the primary spousal Beneficiary cannot be changed while both the Owner and primary spousal Beneficiary are living. If the Owner dies first, the primary spousal Beneficiary will become the Owner upon spousal continuation and he or she may name a Beneficiary; however, that Beneficiary is not considered a Covered Life. Likewise, if the primary spousal Beneficiary dies first, the Owner may name a new Beneficiary; however, that Beneficiary is also not considered a Covered Life and consequently the For Life Guarantee will not apply to the new Beneficiary.

This GMWB is also available on a limited basis under Qualified Custodial Account Contracts, pursuant to which the Annuitant and a Contingent Annuitant named at election of the GMWB must be spouses and will be the Covered Lives. The only changes in these arrangements that we permit are that (i) the custodial owner may be changed or (ii) the ownership of the Contract may be transferred to the Annuitant if, at the same time as that transfer, the Contingent Annuitant is designated as the primary (spousal) Beneficiary.

For both non-qualified and tax-qualified Contracts, this GMWB guarantees partial withdrawals during the Contract’s accumulation phase (i.e., before the Income Date) subject to the following:

- This guarantee lasts for the duration of the life of the last surviving Covered Life (the “For Life Guarantee”) if the For Life Guarantee is in effect.

The For Life Guarantee becomes effective on the Contract Anniversary on or immediately following the Designated Life attaining the age of 59½. For purposes of this GMWB, the

Designated Life is the youngest Covered Life. If the Designated Life is 59½ years old or older on the add-on benefit's effective date, then the For Life Guarantee is effective when this GMWB is added to the Contract.

If the For Life Guarantee is in effect, it will be terminated if a withdrawal exceeds the permissible amounts and reduces the Contract Value to zero. (Please see the "Contract Value is Zero" subsection below to understand what happens when the Contract Value is reduced to zero.) Otherwise, the For Life Guarantee remains effective until the date this GMWB is terminated or until the Continuation Date on which a spousal Beneficiary who is not a Covered Life continues this GMWB under spousal continuation. Please see the "Termination" subsection below to understand under what conditions this GMWB and, accordingly, the For Life Guarantee can be terminated.

In addition, if the For Life Guarantee is not yet in effect, withdrawals that cause the Contract Value to reduce to zero void the For Life Guarantee, and it will never become effective. See "Contract Value is Zero" below for more information.

- If the For Life Guarantee is not in effect, the guarantee lasts until the earlier of (1) the death of the Owner or any joint Owner, (2) the death of the Annuitant on Qualified Custodial Account Contracts, or (3) the date Guaranteed Withdrawal Balance (GWB) is depleted, without regard to Contract Value.

The GWB is the guaranteed amount available for future periodic withdrawals.

Upon the death, of the Owner or joint Owner, a spousal Beneficiary who is not a Covered Life may continue this GMWB under spousal continuation. In that event, the GWB is payable until depleted. (Please see the "Spousal Continuation" subsection below for more information.) **If the Beneficiary is a non-spousal Beneficiary, the GWB is void and this add-on benefit is terminated; therefore, the death of the Owner or joint Owner may have a significant negative impact on the value of this GMWB and cause the add-on benefit to prematurely terminate.**

Because of the For Life Guarantee, your withdrawals could amount to more than the GWB. PLEASE NOTE: The guarantees of this GMWB are subject to the add-on benefit's terms, conditions, and limitations that are explained below.

Please consult the financial professional who is helping, or who helped, you purchase your Contract to be sure that this GMWB and the benefit option you ultimately choose suit your needs and is consistent with your expectations.

This GMWB is available to Covered Lives 35 to 80 years old (proof of age is required and both Covered Lives must be within the eligible age range). This GMWB may be added to a Contract on the Issue Date or on any Contract Anniversary; and cannot be canceled except by a spousal Beneficiary who is not a Covered Life, who, upon the Owner's death, may elect to continue the Contract without the GMWB. To continue Joint GMWB coverage upon the death of the Owner (or the death of either joint Owner of a non-qualified Contract), provided that the other Covered Life is still living, the Contract must be continued by election of spousal continuation. Upon continuation, the spouse becomes the Owner and obtains all rights as the Owner. If you are eligible to elect this GMWB after the Contract Issue Date on a Contract Anniversary (subject to availability), we must receive a request in Good Order within 30 calendar days prior to the Contract Anniversary.

This GMWB is not available on a Contract that already has a GMWB (only one GMWB per Contract). Availability of this GMWB may be subject to further limitation. There is a limit on withdrawals each Contract Year to keep the guarantees of this GMWB in full effect – the greater of the Guaranteed Annual Withdrawal Amount (GAWA) and for certain tax-qualified Contracts, the required minimum distribution (RMD) under the Internal Revenue Code. Withdrawals exceeding the limit do not invalidate the For Life Guarantee, but cause the GWB and GAWA to be recalculated, and may be subject to withdrawal charges. Please see ***Guaranteed Withdrawal Balance ("GWB")*** and ***"Withdrawals"*** below for more information about the GWB and GAWA.

Guaranteed Withdrawal Balance ("GWB"). The GWB is established for the sole purpose of determining the minimum withdrawal benefit and is not used in calculating your Contract Value or other guaranteed benefits. The GWB may not be withdrawn as a lump sum, and is not payable as a death benefit. The GWB depends on when this GMWB is added to the Contract, and the GAWA derives from the GWB for all combinations of Options.

When this GMWB is added to the Contract on the Issue Date –

The **GWB** equals initial Premium net of any applicable Premium taxes.

The **GAWA** is determined based on the Designated Life's attained age at the time of first withdrawal and equals the GAWA percentage multiplied by the **GWB** prior to the partial withdrawal.

When this GMWB is added to the Contract on any Contract Anniversary, subject to availability –

The **GWB** equals Contract Value.

The **GAWA** is determined based on the Designated Life's attained age at the time of first withdrawal and equals the GAWA percentage multiplied by the **GWB** prior to the partial withdrawal.

The **GWB can never be more than \$10 million** (including upon step-up, the application of a **GWB** adjustment or the application of any Bonus), and the **GWB** is reduced by each withdrawal.

PLEASE NOTE: Upon the Owner's death, the For Life Guarantee is void unless this GMWB is continued by a spousal Beneficiary who is a Covered Life. However, it is possible for this GMWB to be continued without the For Life Guarantee by a spousal Beneficiary who is not a Covered Life. Please see the "Spousal Continuation" subsection below for more information.

Withdrawals. The GAWA percentage and the GAWA are determined at the time of the first withdrawal. The GAWA is equal to the GAWA percentage multiplied by the **GWB** prior to the partial withdrawal. The GAWA percentage varies according to age group and the Income Stream Level associated with your selected benefit option, and is determined based on the Designated Life's attained age at the time of the first withdrawal. (Elsewhere in this prospectus we refer to this varying GAWA percentage structure as the "varying benefit percentage".)

There are different Income Stream Levels available, depending upon the benefit option you elect, each of which provide different sets of GAWA percentages. The current GAWA percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy of the current Rate Sheet Prospectus Supplement, please visit www.jackson.com/product-literature-2.html. We reserve the right to prospectively restrict the availability of the benefit options. Therefore, not all GAWA percentages may be available at the time you are interested in electing this GMWB. Please contact your financial professional, or contact us at our Jackson of NY Customer Care Center, for information regarding the current availability of the benefit options and their associated GAWA percentages.

We reserve the right to prospectively change the GAWA percentages, including the age bands, on new GMWB endorsements. The current GAWA percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy of the current Rate Sheet Prospectus Supplement, please visit www.jackson.com/product-literature-2.html. Please see "Appendix G (Historical GAWA Percentages)" to view historical GAWA percentages.

The GAWA percentages applicable to your benefit will be reflected in your Contract endorsement.

Withdrawals cause the **GWB** to be recalculated. Withdrawals will also cause the GAWA to be recalculated if the withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the GAWA, or for certain tax-qualified Contracts only, the RMD (if greater than the GAWA). In such case, the recalculation of the GAWA will occur whether or not the For Life Guarantee is in effect. If the **GWB** is less than the GAWA at the end of any Contract Year and the For Life Guarantee is not in effect, the GAWA will be set equal to the **GWB**. This may occur, when over time, payment of the guaranteed withdrawals is nearly complete, the For Life Guarantee is not in effect and the **GWB** has been depleted to a level below the GAWA. The tables below clarify what happens in each instance. (RMD denotes the required minimum distribution under the Internal Revenue Code for certain tax-qualified Contracts only. There is no RMD for non-qualified Contracts.) In addition, if the For Life Guarantee is not yet in effect, withdrawals that cause the Contract Value to reduce to zero void the For Life Guarantee and it will never become effective. See "Contract Value is Zero" below for more information.

If cumulative withdrawals during a Contract Year do not exceed the greater of the GAWA or RMD, if applicable, no withdrawal charges will apply to those withdrawals. If any portion of a withdrawal causes the cumulative total of all withdrawals taken during the Contract Year to exceed the greater of the GAWA or RMD, if applicable, withdrawal charges may apply to the portion of the withdrawal defined as an Excess Withdrawal (see below for more information on Excess Withdrawals).

For certain tax-qualified Contracts, this GMWB allows withdrawals greater than GAWA to meet the Contract's RMD without compromising the add-on benefit's guarantees. Examples 6, 7 and 9 in Appendix D under section "I. Flex GMWB" supplement this description. Because the intervals for the GAWA and RMDs are different, namely Contract Years versus calendar years, and because

RMDs are subject to other conditions and limitations, if your Contract is a tax-qualified Contract, then please see “RMD NOTES” under “Guaranteed Minimum Withdrawal Benefit Important Special Considerations” on page 33, for more information.

When a withdrawal, plus all prior withdrawals in the current Contract Year, is less than or equal to the greater of the GAWA or RMD, as applicable –

The **GWB** is recalculated, equaling the greater of:

- The **GWB** before the withdrawal less the withdrawal; *Or*
- Zero.

The **GAWA** is unchanged.

The **GAWA** is **not** reduced if all withdrawals during any one Contract Year do not exceed the greater of the **GAWA** or **RMD**, as applicable. The **GAWA** will be reduced at the end of a Contract Year to equal the **GWB** if the For Life Guarantee is not in effect and the **GWB** is nearly depleted, resulting in a **GWB** that is less than the **GAWA**. You may withdraw the greater of the **GAWA** or **RMD**, as applicable, all at once or throughout the Contract Year. Withdrawing less than the greater of the **GAWA** or **RMD**, as applicable, in a Contract Year does not entitle you to withdraw more than the greater of the **GAWA** or **RMD**, as applicable, in the next Contract Year. The amount you may withdraw each Contract Year and not cause the **GWB** and **GAWA** to be recalculated does not accumulate.

Withdrawing more than the greater of the **GAWA** or **RMD**, as applicable, in a Contract Year causes the **GWB** and **GAWA** to be recalculated (see below and Example 5 in Appendix D under section “I. Flex GMWB”). **In recalculating the **GWB**, the **GWB** could be reduced by more than the withdrawal amount. The **GAWA** will also be reduced. Therefore, please note that withdrawing more than the greater of the **GAWA** or **RMD**, as applicable, in a Contract Year may have a significantly negative impact on the value of this benefit.**

When a withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA or RMD, as applicable –

The **GWB** is recalculated, equaling the greater of:

- The **GWB** prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see below), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal; *Or*
- Zero.

The **GAWA** is recalculated as follows:

- The **GAWA** prior to the partial withdrawal is reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal.

The Excess Withdrawal is defined to be the lesser of:

- The total amount of the current partial withdrawal, or
- The amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the **GAWA** or the **RMD**, as applicable.

Withdrawals under this GMWB are assumed to be the total amount deducted from the Contract Value, including any withdrawal charges, asset allocation fees, and other charges or adjustments. Any withdrawals from Contract Value allocated to a Fixed Account Option may be subject to a Market Value Adjustment. For more information, please see “THE FIXED ACCOUNT” beginning on page 10. Withdrawals in excess of free withdrawals may be subject to a withdrawal charge.

Withdrawals under this GMWB are considered the same as any other partial withdrawals for the purposes of calculating any other values under the Contract and any other add-on benefits (for example, the Contract’s death benefit). All withdrawals count toward the total amount withdrawn in a Contract Year, including automatic withdrawals, RMDs for certain tax-qualified Contracts, withdrawals of asset allocation and advisory fees, and free withdrawals under the Contract. They are subject to the same restrictions and processing rules as described in the Contract. They are also treated the same for federal income tax purposes. For more information about tax-qualified and non-qualified Contracts, please see “TAXES” beginning on page 64.

If the age of any Covered Life is incorrectly stated at the time of election of the GMWB, on the date the misstatement is discovered, the GWB and the GAWA will be recalculated based on the GAWA percentage applicable at the correct age. Any future GAWA percentage recalculation will be based on the correct age. If the age at election of either Covered Life falls outside the allowable age range, the GMWB will be null and void and all GMWB charges will be refunded.

Withdrawals made under section 72(t) or section 72(q) of the Code are **not** considered RMDs for purposes of preserving the guarantees under this GMWB. Such withdrawals that exceed the GAWA will have the same effect as any withdrawal or Excess Withdrawal as described above and, consistent with that description, may cause a significant negative impact to your benefit.

Guaranteed Withdrawal Balance Adjustment. If no withdrawals are taken from the Contract on or prior to the GWB Adjustment Date (as defined below), then you will receive a GWB adjustment. Tax-qualified plan Contract Owners should consider the impact of Required Minimum Distributions on this benefit since any withdrawal from the Contract will void the GWB adjustment.

The GWB Adjustment Date is the later of:

- The Contract Anniversary on or immediately following the Designated Life's 70th (71st for GMWBs issued before August 10, 2020) birthday, *Or*
- The 12th Contract Anniversary following the effective date of this endorsement.

The GWB adjustment is determined as follows:

- On the effective date of this endorsement, the GWB adjustment is equal to a percentage of the GWB, subject to a maximum of \$10 million. Current GWB adjustment percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical GWB adjustment percentages, please see "Appendix H (Historical GWB Adjustment Percentages)."
- With each subsequent Premium received after this GMWB is effective and prior to the first Contract Anniversary following this GMWB's effective date, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the applicable GWB adjustment percentage of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10 million. (See Example 3 in Appendix D under section "I. Flex GMWB".)
- With each subsequent Premium received on or after the first Contract Anniversary following this add-on benefit's effective date, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10,000,000. (See Example 3 in Appendix D under section "I. Flex GMWB".)

If no partial withdrawals are taken on or prior to the GWB Adjustment Date, the GWB will be re-set on that date to equal the greater of the current GWB or the GWB adjustment. No adjustments are made to the Bonus Base. Once the GWB is re-set, this GWB adjustment provision terminates. **In addition, if a withdrawal is taken on or before the GWB Adjustment Date, this GWB adjustment provision terminates without value.** (Please see example 11 in Appendix D under section "I. Flex GMWB" for an illustration of this GWB adjustment provision.)

Premiums.

With each subsequent Premium payment on the Contract –

The **GWB** is recalculated, increasing by the amount of the Premium net of any applicable Premium taxes.

If the Premium payment is received after the first withdrawal, the **GAWA** is also recalculated, increasing by:

- The GAWA percentage multiplied by the sum of i) the subsequent Premium payment net of any applicable Premium taxes; *Or*
- The GAWA percentage multiplied by the increase in the GWB – if the maximum GWB is hit.

We require prior approval for a subsequent Premium payment that would result in your Contract having \$1 million of Premiums in the aggregate. We also reserve the right to refuse subsequent Premium payments. **The GWB can never be more than \$10 million.** See Examples 4b and 5b in Appendix D under section “I. Flex GMWB” to see how the GWB is recalculated when the \$10 million maximum is hit.

Step-up. On each Contract Anniversary following the effective date of this GMWB, if the Contract Value is greater than the GWB, the GWB will be automatically re-set to the Contract Value, by one of two calculation methods. These calculation methods vary depending upon the benefit option you elect, and cannot be changed after the effective date of your GMWB. Under one method, the GWB will be reset to the Contract Value on that Contract Anniversary (the “Contract Anniversary Value”). Under the other method the GWB will be reset annually on each Contract Anniversary to the highest quarterly Contract Value, as described immediately below (“Highest Quarterly Contract Value”). (See Examples 6 and 7 in Appendix D under section “I. Flex GMWB”.) For more information about available Bonus options, please see “*Bonus*” below.

The Contract Anniversary Value method, as opposed to the Highest Quarterly Contract Value method, is determined solely by reference to and use of the Contract Value on that Contract Anniversary.

The Highest Quarterly Contract Value is determined by reference to and use of the Contract Value on the highest of the four prior Contract Quarterly Anniversaries as follows:

The Highest Quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined. The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable Premium taxes, and adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

When a withdrawal, plus all prior withdrawals in the current Contract Year, is less than or equal to the greater of the GAWA or RMD, as applicable –

The quarterly adjusted Contract Value is equal to the greater of:

- The quarterly adjusted Contract Value prior to the partial withdrawal, reduced by the partial withdrawal; *or*
- Zero.

When a withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA or RMD, as applicable –

The quarterly adjusted Contract Value is equal to the greater of:

- The quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see above), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal; *or*
- Zero.

With a Step-up –

The **GWB** equals the Contract Value, as determined based on the Highest Quarterly Contract Value, **subject to a \$10 million maximum.**

- The GAWA percentage will not be recalculated upon step-ups following spousal continuation if the spouse electing spousal continuation is not a Covered Life.

For all Contracts to which this GMWB is added, if the step-up occurs after the first withdrawal, the **GAWA** is recalculated, equaling the greater of:

- The GAWA percentage (as adjusted by any increase that occurs pursuant to the same step-up) multiplied by the new GWB, *or*
- The GAWA prior to step-up.

PLEASE NOTE: Withdrawals from the Contract reduce the GWB and Contract Value.

The GWB can never be more than \$10 million with a step-up. Upon step-up, the applicable GMWB charge will be reflected in your confirmation.

GMWB Charge Increase. On each fifth Contract Anniversary, the GMWB charge may be increased. You will be notified in advance of a GMWB Charge increase and may elect to opt out of the charge increase and any future charge increases by forfeiting the GWB bonus provision, automatic step-up provision, GWB adjustment, and any other increases to the GWB and GAWA. Such election must be received in Good Order prior to the Contract Anniversary. **If you elect to opt out of charge increases, no future Premiums will be allowed and the GAWA% will be determined with no future recalculation.** While electing to discontinue these provisions will prevent an increase in charge, you will be foregoing possible increases in your GWB and/or GAWA so carefully consider this decision should we notify you of a charge increase. Such election is final, and you may not subsequently elect to reinstate these provisions once they have been discontinued. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order. Charge increases under this provision may only occur every five years on the Contract Anniversary. If we opt not to increase a charge under this provision, the charge will not be subject to increase again until the Contract Anniversary five years thereafter. For more information, please see “Flex With Joint Option GMWB Charge”.

Owner’s Death. The Contract’s death benefit is not affected by this GMWB so long as Contract Value is greater than zero and the Contract is still in the accumulation phase. Upon the death of the sole Owner of a qualified Contract or the death of either joint Owner of a non-qualified Contract while the Contract is still in force, this GMWB terminates without value, unless continued by the surviving spouse. Please see the information at the beginning of this GMWB Section regarding the required ownership and beneficiary structure under both qualified and non-qualified Contracts when selecting this GMWB.

Contract Value Is Zero. With this GMWB, in the event the Contract Value is zero, the Owner will receive annual payments of the GAWA until the death of the last surviving Covered Life, so long as the For Life Guarantee is in effect and the Contract is still in the accumulation phase. If the For Life Guarantee is not in effect, the Owner will receive annual payments of the GAWA until the earlier of the death of the Owner (or the death of any joint Owner) or the date the GWB, if any, is depleted, so long as the Contract is still in the accumulation phase. The last payment will not exceed the remaining GWB at the time of payment. If the GAWA percentage has not yet been determined, it will be set at the GAWA percentage corresponding to the Designated Life’s attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA percentage multiplied to the GWB.

After each payment when the Contract Value is zero –

The **GWB** is recalculated, equaling the greater of:

- The GWB before the payment less the payment; *or*
- Zero.

The **GAWA** is unchanged. At the end of each Contract Year, if the GWB is less than the GAWA and the For Life Guarantee is not in effect, the GAWA is set equal to the GWB.

Subject to the Company’s approval, you may elect to receive payments more frequently than annually. Upon death of the last surviving Covered Life, all rights under the Contract cease. No subsequent Premium payments will be accepted. All add-on benefits terminate without value and no death benefit is payable.

Spousal Continuation. In the event of the Owner’s (or either joint Owner’s) death, the surviving sole spousal Beneficiary may elect to:

- Continue the Contract with this GMWB – so long as Contract Value is greater than zero, and the Contract is still in the accumulation phase. (The date the spousal Beneficiary’s election to continue the Contract is in Good Order is called the Continuation Date.)
 - If the surviving spouse is a Covered Life, then the For Life Guarantee remains effective on and after the Continuation Date.

If the surviving spouse is not a Covered Life, the For Life Guarantee is null and void. However, the surviving spouse will be entitled to make withdrawals until the GWB is exhausted.

- For a surviving spouse who is a Covered Life, continuing the Contract with this GMWB is necessary to be able to fully realize the benefit of the For Life Guarantee. The For Life Guarantee is not a separate guarantee and only applies if the related GMWB has not terminated.
- If the surviving spouse is a Covered Life and a GWB adjustment provision is in force on the Continuation Date then the provision will continue to apply in accordance with the applicable GWB adjustment provision rules above. The GWB Adjustment Date will continue to be based on the original effective date of the add-on benefit or the Designated Life's attained age, as applicable.

If the surviving spouse is not a Covered Life, any GWB adjustment is null and void.

- Step-ups will continue as permitted in accordance with the step-up rules above.

New GAWA percentages will continue to be determined in accordance with the step-up rules above if the continuing spouse is a Covered Life. No such new GAWA percentages will be determined subsequent to continuation by a spouse who is not a Covered Life.

- Contract Anniversaries will continue to be based on the Contract's Issue Date.
 - If the surviving spouse is a Covered Life, the GAWA percentage will continue to be calculated and/or recalculated based on the Designated Life's attained age.
 - If the surviving spouse is not a Covered Life and if the GAWA percentage has not yet been determined, the GAWA percentage will be based on the Designated Life's attained age on the Continuation Date (as if that person survived to that date).
 - The Latest Income Date is based on the age of the surviving spouse. Please refer to "Annuitization" subsection below for information regarding the additional Income Options available on the Latest Income Date.
 - A new joint Owner may not be added in a non-qualified Contract if a surviving spouse continues the Contract.
- Continue the Contract without this GMWB (GMWB is terminated) if the surviving spouse is not a Covered Life. Thereafter, no GMWB charge will be assessed. If the surviving spouse is a Covered Life, the Contract cannot be continued without this GMWB.
 - Add this GMWB to the Contract on any Contract Anniversary after the Continuation Date, subject to availability, and subject to the Beneficiary's eligibility - if the spousal Beneficiary terminated the GMWB in continuing the Contract.

For more information about spousal continuation of a Contract, please see "Spousal Continuation Option" beginning on page 63.

Termination. This GMWB terminates, subject to a prorated GMWB Charge assessed for the period since the last monthly charge, and all benefits cease on the earliest of:

- The Income Date;
- The date of total withdrawal of Contract Value;

In taking a total withdrawal of your Contract Value, you will receive the Contract Value less any applicable charges and adjustments and not the GWB or the GAWA you would have received under this GMWB.

- The date of death of the Owner (or any joint Owner), unless the Beneficiary who is the Owner's spouse elects to continue the Contract with the GMWB (continuing the Contract

with this GMWB is necessary to be able to fully realize the benefit of the For Life Guarantee if the surviving spouse is a Covered Life);

- The Continuation Date on a Contract if the spousal Beneficiary, who is not a Covered Life, elects to continue the Contract without the GMWB; or
- The date all obligations for payment under this GMWB are satisfied after the Contract has terminated pursuant to the termination provisions of the Contract.

This GMWB may not otherwise be terminated independently from termination of the Contract.

Annuitization.

Joint Life Income of GAWA. On the Latest Income Date if the For Life Guarantee is in effect, the Owner may choose this income option instead of one of the other income options listed in the Contract. This income option provides payments in a fixed dollar amount for the lifetime of last surviving Covered Life. The total annual amount payable will equal the GAWA in effect at the time of election of this option. This annualized amount will be paid in the frequency (no less frequently than annually) that the Owner selects. No further annuity payments are payable after the death of the last surviving Covered Life, and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if both Covered Lives die before the due date of the second payment.

If the GAWA percentage has not yet been determined, the GAWA percentage will be based on the Designated Life's attained age at the time of election of this option. The GAWA percentage will not change after election of this option.

Specified Period Income of the GAWA. On the Latest Income Date if the For Life Guarantee is *not* in effect, the Owner may choose this income option instead of one of the other income options listed in the Contract. **(This income option only applies if the GMWB has been continued by the spousal Beneficiary and the spousal Beneficiary is not a Covered Life in which case the spouse becomes the Owner of the Contract and the Latest Income Date is based on the age of the spouse.)**

This income option provides payments in a fixed dollar amount for a specific number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount, and no payments will be made in excess of the remaining GWB. The annual amount payable will equal the GAWA, except that the last payment may be a smaller amount equal to the then-remaining GWB. This annualized amount will be paid over the specific number of years in the frequency (no less frequently than annually) that the Owner selects. If the Owner should die before the payments have been completed, the remaining payments will be made to the Beneficiary, as scheduled.

The "Specified Period Income of the GAWA" income option may not be available if the Contract is issued as a tax-qualified Contract under Sections 401, 403, 408 or 457 of the Internal Revenue Code. For such Contracts, this income option will only be available if the guaranteed period is less than the life expectancy of the spouse at the time the option becomes effective.

See "Guaranteed Minimum Withdrawal Benefit General Considerations" and "Guaranteed Minimum Withdrawal Benefit Important Special Considerations" beginning on page 33 for additional things to consider before electing a GMWB; when electing to annuitize your Contract after having purchased a GMWB; or when the Latest Income Date is approaching and you are thinking about electing or have elected a GMWB.

Effect of GMWB on Tax Deferral. This GMWB may not be appropriate for Owners who have as a primary objective taking maximum advantage of the tax deferral that is available to them under an annuity contract to accumulate assets. Please consult your tax and financial professionals before adding this GMWB to a Contract.

Bonus. The primary purpose of the bonus is to act as an incentive for you to defer taking withdrawals. A bonus equal to a percentage of the Bonus Base (defined below) will be applied to the GWB at the end of each Contract Year within the Bonus Period (also defined below) if no withdrawals are taken during that Contract Year. The current Bonus percentage options are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical Bonus

percentage options, please see “Appendix I (Historical GMWB Bonus Percentages).” The percentage that actually applies under your GMWB is the one that is included as the bonus rate in the benefit option that you elect. The bonus enables the GWB and GAWA to increase in a given Contract Year (even during a down market relative to your Contract Value allocated to the Investment Divisions). The increase, however, may not equal the amount that your Contract Value has declined. This description of the bonus feature is supplemented by the examples in Appendix C under section “I. Flex GMWB”, particularly example 10. The box below has more information about the bonus, including:

- How the bonus is calculated;
- What happens to the Bonus Base (and bonus) with a withdrawal, Premium payment, and any step-up;
- For how long the bonus is available; and
- When and what happens when the bonus is applied to the GWB.

The bonus equals a percentage of the Bonus Base, determined by the Bonus included in your benefit option election. The Bonus Base may vary after this GMWB is added to the Contract, as described immediately below.

- When this GMWB is added to the Contract, the Bonus Base equals the GWB.
- With a withdrawal, if that withdrawal, and all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA and the RMD, as applicable, then the Bonus Base is set to the lesser of the GWB after, and the Bonus Base before, the withdrawal. This recalculation may reduce the Bonus Base because the Excess Withdrawal may reduce the GWB by more than the dollar amount of the withdrawal. Otherwise, there is no adjustment to the Bonus Base with withdrawals.
 - All withdrawals count, including: automatic withdrawals; RMDs for certain tax-qualified Contracts; withdrawals of asset allocation and advisory fees; and free withdrawals under the Contract.
 - A withdrawal in a Contract Year during the Bonus Period (defined below) precludes a bonus for that Contract Year.
- With a Premium payment, the Bonus Base increases by the amount of the Premium payment net of any applicable Premium taxes.
- With any step-up (if the GWB increases upon step-up), the Bonus Base is set to the greater of the GWB after, and the Bonus Base before, the step-up.

The Bonus Base can never be more than \$10 million.

The bonus is applied at the end of each Contract Year during the Bonus Period, if there have been no withdrawals during that Contract Year. **Conversely, any withdrawal, including but not limited to automatic withdrawals and required minimum distributions, taken in a Contract Year during the Bonus Period causes the bonus not to be applied.** Once a bonus is credited, it cannot be forfeited. However, as outlined above, certain withdrawals will reduce the Bonus Base.

When the bonus is applied:

- The GWB is recalculated, increasing by a percentage of the Bonus Base, determined by the Bonus included in your benefit option election.
- If the Bonus is applied after the first withdrawal (in a prior year), the GAWA is then recalculated, equaling the greater of the GAWA percentage multiplied by the new GWB or the GAWA before the bonus.

Applying the bonus to the GWB does not affect the Bonus Base or GWB adjustment.

The Bonus is only available during the Bonus Period. The Bonus Period begins on the effective date of this GMWB. In addition, the Bonus Period will re-start at the time the Bonus Base increases due to a step-up so long as the step-up occurs on or before the Contract Anniversary immediately following the Designated Life’s 80th birthday. (See example below.)

The Bonus Period ends on the earlier of:

- The tenth Contract Anniversary following (1) the effective date of the add-on benefit or (2) the most recent increase to the Bonus Base due to a step-up, if later; or
- The date the Contract Value is zero.

The Bonus Period re-starts if the Bonus Base increases due to a step-up. Because of this it is possible for the Bonus Period to expire and then re-start on a later Contract Anniversary. To facilitate the re-start of the Bonus Period in these circumstances, the Bonus Base will continue to be calculated even after the Bonus Period expires. Such a restart, however, will not reinstate any bonus that would have been credited on a prior date that was not within a Bonus Period.

The purpose of the re-start provision is to extend the period of time over which the Owner is eligible to receive a bonus. For example, assume this GMWB was added to a Contract on December 1, 2024. At that time, the bonus period is scheduled to expire on December 1, 2034 (which is the tenth Contract Anniversary following the effective date of the add-on benefit). If a step-up increasing the Bonus Base occurs on the third Contract Anniversary following the effective date of the add-on benefit (December 1, 2027), and the Designated Life is younger than age 80, the Bonus Period will re-start and will be scheduled to expire on December 1, 2037. Further, assuming that the next Bonus Base increase due to a step-up does not occur until December 1, 2039 (which is two years after the Bonus Period in this example expired) and that the Designated Life is still younger than age 80 at that time, the Bonus Period would re-start on December 1, 2039, and would be scheduled to expire on December 1, 2049. (Please also see Examples 6 and 7 in Appendix D under section “I. Flex GMWB” for more information regarding the re-start provision.)

Spousal continuation of a Contract with this GMWB does not affect the Bonus Period; Contract Anniversaries are based on the Contract’s Issue Date.

Automatic Withdrawal Program. You can arrange to have money automatically sent to you periodically while your Contract is still in the accumulation phase. You may withdraw a specified dollar amount of at least \$50 per withdrawal. Your withdrawals may be on a monthly, quarterly, semi-annual or annual basis. If you have arranged for automatic withdrawals, schedule any planned step-up under a GMWB to occur prior to the withdrawal. Example 7 in Appendix D under section “I. Flex GMWB” illustrates the consequences of a withdrawal preceding a step-up. There is no charge for the Automatic Withdrawal Program; however, you will have to pay taxes on the money you receive. You may also be subject to a withdrawal charge and a Market Value Adjustment.

Suspension of Withdrawals or Transfers. We may be required to suspend or delay withdrawals or transfers from an Investment Division when:

- the New York Stock Exchange is closed (other than customary weekend and holiday closings);
- under applicable SEC rules, trading on the New York Stock Exchange is restricted;
- under applicable SEC rules, an emergency exists so that it is not reasonably practicable to dispose of securities in an Investment Division or determine the value of its assets; or,
- the SEC, by order, may permit for the protection of Contract Owners.

We have reserved the right to defer payment for a withdrawal or transfer from the Fixed Account for up to six months or the period permitted by law.

INCOME PAYMENTS (THE INCOME PHASE)

The income phase of your Contract occurs when you begin receiving regular income payments from us. The Income Date is the day on which those payments begin. Once income payments begin, the Contract cannot be returned to the accumulation phase, and you will no longer be able to make withdrawals of Contract Value. The Income Date must be at least 13 months after the Contract’s Issue Date. You can choose the Income Date and an income option. All of the Contract Value must be annuitized. The income options are described below.

If you do not choose an income option, we will assume that you selected Option 3, which provides a life annuity with 120 months of guaranteed payments.

You can change the Income Date or income option at least seven days before the Income Date, but changes to the Income Date may only be to a later date. You must give us written notice at least seven days before the scheduled Income Date. Income payments must

begin by the Contract Anniversary on which you will be 95 years old, or such date allowed by the Company on a non-discriminatory basis or as required by an applicable qualified plan, law or regulation.

Currently under a traditional Individual Retirement Annuity, required minimum distributions must begin in the calendar year in which you attain age 73 (or such other age as required by law). Distributions under qualified plans and Tax-Sheltered Annuities must begin by the later of the calendar year in which you attain age 73 or the calendar year in which you retire. You do not necessarily have to annuitize your Contract to meet the minimum distribution requirements for Individual Retirement Annuities, qualified plans, and Tax-Sheltered Annuities. Distributions from Roth IRAs are not required prior to your death.

The age requirements for beginning distributions under qualified plans and Tax-Sheltered Annuities change periodically. See below for a list of past age requirements and planned future changes to age requirements for beginning these required minimum distributions.

- If you reached the age of 70½ before January 1, 2020, distributions under qualified plans and Tax-Sheltered Annuities were required to begin by the later of the calendar year in which you attained age 70½ or the calendar year in which you retired.
- If you reached the age of 72 before January 1, 2023, distributions under qualified plans and Tax-Sheltered Annuities were required to begin by the later of the calendar year in which you attained age 72 or the calendar year in which you retired.
- If you will reach age 73 on or after January 1, 2033, distributions under qualified plans and Tax-Sheltered Annuities will be required to begin by the later of the calendar year in which you attain age 75 or the calendar year in which you retire.

At the Income Date, you can choose to receive fixed payments or variable payments based on the Investment Divisions. If you do not choose how to receive your income payments, your income payments will be based on the variable and fixed options that were in place on the Income Date. Income payments at the time of their commencement will not be less than those that would be provided by the application of your withdrawal value to purchase a single premium immediate annuity contract from us at the rates currently offered to annuitants in the same class as you on the Income Date. 100% of the Contract Value allocated to the Separate Account will be applied to Fixed Annuity Payments if elected.

You can choose to have income payments made monthly, quarterly, semi-annually, or annually. Or you can choose a single lump-sum payment. The frequency of payments you select will have an impact on the amount of each income payment. For example, an election to receive monthly payments will result in lower payment amounts than an election to receive annual payments. Similarly, an election to receive payments over a longer designated period will result in lower payment amounts than an election to receive payments over a shorter designated period. For income payment options involving life income, the actual age of the Annuitant(s) will affect the amount of each payment. Since payments based on older Annuitants are expected to be fewer in number, the amount of each income payment should be greater than payments based on younger Annuitants. If you have less than \$2,000 to apply toward an income option, we may provide your payment in a single lump sum, part of which may be taxable as Federal Income. Likewise, if your first income payment would be less than \$20, we may set the frequency of payments so that the first payment would be at least \$20.

Fixed Income Payments. If you choose to receive fixed payments, the amount of each income payment will be determined by applying the portion of your Contract Value allocated to fixed payments, less any applicable Premium taxes and charges, to the rates in the annuity tables contained in the Contract applicable to the income option chosen. If the current annuity rates provided by us on contracts of this type would be more favorable to you, the current rates will be used.

Variable Income Payments. If you choose to have any portion of your income payments based upon one or more Investment Divisions, the dollar amount of your initial annuity payment will depend primarily upon the following:

- the amount of your Contract Value you allocate to the Investment Division(s) on the Income Date;
- the amount of any applicable Premium taxes, withdrawal charges and any Market Value Adjustment deducted from your Contract Value on the Income Date;
- which income option you select; and
- the investment factors listed in your Contract that translate the amount of your Contract Value (as adjusted for applicable charges, frequency of payment and commencement date) into initial payment amounts that are measured by the number of Annuity Units of the Investment Division(s) you select credited to your Contract.

The investment factors in your Contract are calculated based upon a variety of factors, including an assumed net investment rate of 1.0% and, if you select an income option with a life contingency, the age and gender of the Annuitant.

If the actual net investment rate experienced by an Investment Division exceeds the assumed net investment rate, variable annuity payments will increase over time. Conversely, if the actual net investment rate is less than the assumed net investment rate, variable annuity payments will decrease over time. If the actual net investment rate equals the assumed net investment rate, the variable annuity payments will remain constant.

We calculate the dollar amount of subsequent income payments that you receive based upon the performance of the Investment Divisions you select. If that performance (measured by changes in the value of Annuity Units) exceeds the assumed net investment rate, then your income payments will increase; if that performance is less than the assumed net investment rate, then your income payments will decrease. For example, if the actual net investment performance experienced by an Investment Division is 10% in a given Contract Year, the next Contract Year's annuity payment will be equal to the previous year's payment multiplied by a factor of 110%/101%. Neither expenses actually incurred (other than taxes on investment return), nor mortality actually experienced, will adversely affect the dollar amount of subsequent income payments.

Income Options. The Annuitant is the person whose life we look to when we make income payments (each description assumes that you are the Owner and Annuitant). Each income option is available as fixed payments or variable payments.

Option 1 - Life Income. This income option provides monthly payments for your life. No further payments are payable after your death. Thus, it is possible for you to receive only one payment if you died prior to the date the second payment is due. If you die after the Income Date but before the first monthly payment, the amount allocated to the income option will be paid to your Beneficiary.

Option 2 - Joint and Survivor. This income option provides monthly payments for your life and for the life of another person (usually your spouse) selected by you. Upon the death of either person, the monthly payments will continue during the lifetime of the survivor. No further payments are payable after the death of the survivor. If you and the person who is the joint life both die after the Income Date but before the first monthly payment, the amount allocated to the income option will be paid to your Beneficiary.

Option 3 - Life Annuity With at Least 120 or 240 Monthly Payments. This income option provides monthly payments for the Annuitant's life, but with payments continuing to the Beneficiary for the remainder of 10 or 20 years (as you select) if the Annuitant dies before the end of the selected period. If the Beneficiary does not want to receive the remaining guaranteed payments, a single lump sum may be requested, which will be equal to the present value of the remaining guaranteed payments (as of the date of calculation) discounted at an interest rate no higher than the rate used to calculate the initial payment.

Option 4 - Income for a Specified Period. This income option provides monthly payments for any number of years from 5 to 30. If the Beneficiary does not want to receive the remaining guaranteed payments, a single lump sum may be requested, which will be equal to the present value of the remaining guaranteed payments (as of the date of calculation) discounted at an interest rate no higher than the rate used to calculate the initial payment.

Additional Options - We may make other income options available.

No withdrawals are permitted during the income phase under an income option that is life contingent.

DEATH BENEFIT

The Contract has a basic death benefit, which is payable during the accumulation phase. Instead, you may choose the Contract Value Death Benefit option, which results in a reduction of the Core Contract Charge, or select an add-on death benefit for an additional charge. The Flex DB NY optional death benefit currently may only be selected at issue in conjunction with the purchase of the Flex GMWB with certain benefit options. At the time you purchased your Contract, different Bonus option requirements may have been in place for election of the Flex DB NY. Please see "Appendix I (Historical GMWB Bonus Percentages)" for more information. The add-on death benefits are only available at the time you apply for a Contract, and are not available if you select the Contract Value Death Benefit option. In addition, once an add-on death benefit is chosen, it cannot be canceled. All add-on death benefits (except Flex DB NY) will terminate upon the death of the Owner. For more information about how your spousal Beneficiary may elect to continue Flex DB NY upon your death, please see "Spousal Continuation Option" on page 63.

The effects of any GMWB on the amount payable to your Beneficiaries upon your death should be considered in selecting the death benefit in combination with a GMWB. **Except as provided in certain of the GMWB add-on benefits, no death benefit will be paid upon your death in the event the Contract Value falls to zero.**

The death benefit is due following our receipt of all required documentation in Good Order. Required documentation includes proof of death, a claim form, and any other documentation we reasonably require. If we have received proof of death and any other required documentation, we will calculate the share of the death benefit due to a Beneficiary of record using Contract values established at the close of business on the date we receive from that Beneficiary a claim form with a payment option elected. If we have not received proof of death or any other required documentation, we will calculate the share of the death benefit due to a Beneficiary of record using Contract values established at the close of business on the date we receive any remaining required documentation. As a result, market fluctuation may cause the calculation of a Beneficiary's death benefit share to differ from the calculation of another Beneficiary's death benefit share. We will pay interest on a Beneficiary's death benefit share as required by law.

We will pay the Contract's basic death benefit unless you have elected the Contract Value Death Benefit option, or one of the add-on death benefits. If the Contract includes a guaranteed minimum death benefit, we will, according to the Contract's current allocation instructions on file, deposit into the Contract's Investment Divisions and Fixed Account the amount by which the guaranteed minimum death benefit exceeds the Contract's account value established at the close of business on the date we receive all documentation in Good Order from the first Beneficiary to submit a claim form.

Basic Death Benefit. If you die before moving to the income phase, the person you have chosen as your Beneficiary will receive a death benefit. If you have a joint Owner, the death benefit will be paid when the first joint Owner dies. The surviving joint Owner will be treated as the Beneficiary. Any other Beneficiary designated will be treated as a contingent Beneficiary. Only a spouse Beneficiary has the right to continue the Contract in force upon your death. The basic death benefit is no longer payable once you begin income payments.

The death benefit equals the greater of:

- your Contract Value on the date we receive all required documentation from your Beneficiary;
or
- all Premiums paid into the Contract (net of any applicable premium taxes and charges), reduced for withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal.

Withdrawals may prematurely reduce the value of your death benefit.

Contract Value Death Benefit Option. As an alternative to the Contract's basic death benefit, you may elect the Contract Value Death Benefit option, which changes your default death benefit and reduces your Core Contract Charge. This reduction in the Core Contract Charge is relative to the standard charges associated with administering the Contract's Basic Death Benefit. The Contract Value Death Benefit is equal to your Contract Value on the date we receive all required documentation from your Beneficiary.

Upon your death, unless your spouse continues the Contract under the Spousal Continuation Option (please see "Spousal Continuation Option" on page 63), the Contract Value will be paid to your Beneficiary. You must elect the Contract Value Death Benefit option when you apply for your Contract. Once elected, the Contract Value Death Benefit option may not be terminated.

If you elect the Contract Value Death Benefit option, no other add-on death benefits are available for election.

Add-On Death Benefits. Add-on death benefits are available but, because there is an additional annual charge for add-on death benefits, and because you cannot change your selection, please be sure that you have read about and understand the Contract's basic death benefit before selecting an add-on death benefit.

The add-on death benefits are designed to protect your Contract Value from potentially poor investment performance and the impact that poor investment performance could have on the amount of the basic death benefit. The Highest Anniversary Value GMDDB is available if you are 79 years of age or younger on the Contract's Issue Date. The Flex DB NY is only available at issue in conjunction with the purchase of the Flex GMWB with certain benefit options and only if the Designated Life is 35 to 75 years of age on the Issue Date. At the time you purchased your Contract, different benefit option requirements may have been in place for election of the Flex DB NY. Please see "Appendix I (Historical GMWB Bonus Percentages)" for more information. The older you are when your Contract is issued, the less advantageous it would be for you to select an add-on death benefit.

For purposes of the add-on death benefits, "Net Premiums" are defined as your Premium payments net of Premium taxes, reduced by any withdrawals (including applicable charges and deductions) at the time of the withdrawal in the same proportion that the Contract Value was reduced on the date of the withdrawal. For example, assuming a \$10,000 Premium payment with a 2% Premium tax, Net

Premiums would be \$9,800. Accordingly, if a withdrawal were to reduce the Contract Value by 50%, for example, Net Premiums would also be reduced by 50%. Similarly, with the “Highest Anniversary Value” component, the adjustment to your Contract Value for any withdrawals (including applicable charges and deductions) will have occurred proportionally at the time of the withdrawals. If the Contract Value is lower than the GMDB benefit base on the date of a withdrawal, that withdrawal may reduce the GMDB benefit base by more than the dollar amount of the withdrawal. Please see the calculations for the Highest Anniversary Value Death Benefit below for more information.

Following are the calculations for the add-on death benefits, which show how the values for each benefit are determined. The Flex GMDB’s features are supplemented by the examples in “Appendix D (GMWB Prospectus Examples)”, in the subsections for Flex GMWB. The following GMDBs’ features are supplemented by the examples in “Appendix E (GMDB Prospectus Examples)”.

The Highest Anniversary Value Guaranteed Minimum Death Benefit changes your basic death benefit during the accumulation phase of your Contract to the greatest of:

- (a) your Contract Value as of the end of the Business Day on which we receive all required documentation from your Beneficiary; or
- (b) the GMDB Benefit Base.

Unlike the basic death benefit, this add-on death benefit may provide value on or after the Income Date. Payment under this add-on death benefit will only be made if you wait until the Latest Income Date to begin receiving income payments. If the Income Date is before the Owner attains the age of 95, then this add-on death benefit terminates and no death benefit is payable. However, if the Income Date is on the Latest Income Date, then the death benefit amount is equal to:

- (a) the GMDB Benefit Base on the Income Date; less
- (b) the Contract Value on the Income Date.

If there is a death benefit amount on or after the Income Date, it will be payable to the Beneficiary when due proof of the Owner’s death is received by the Company in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment.

On each fifth Contract Anniversary, the GMDB charge may be increased. If you elect to opt out of the charge increase and any future charge increases at the time an increase is announced, future Highest Anniversary Value increases to the GMDB Benefit Base will be discontinued. If you elect to opt out of charge increases, no future Premium payments will be allowed. Charge increases under this provision may only occur every five years on the Contract Anniversary. If we opt not to increase a charge under this provision, the charge will not be subject to increase again until the Contract Anniversary five years thereafter. For more information, please see “Optional Death Benefit - Highest Anniversary Value Guaranteed Minimum Death Benefit Charge”.

Flex DB NY, if elected, replaces your basic death benefit and is the only death benefit during the accumulation phase of your Contract. The Flex DB NY is the greater of:

- (a) The Contract’s Basic Death Benefit (see the description above); or
- (b) The GMWB Death Benefit, as calculated under this death benefit.

The Flex DB NY is available only at issue and in conjunction with certain benefit options under the Flex GMWB and only if the Covered Life is 35 to 75 years of age on the Issue Date. For more information on Covered Lives, please see “Flex with Joint Option GMWB.” We reserve the right to prospectively restrict the benefit options that may be elected in connection with the Flex DB NY. Therefore, not all benefit options may be available at the time you are interested in electing this add-on death benefit. Please refer to the current Rate Sheet Prospectus Supplement at www.jackson.com/product-literature-2.html, contact your financial professional, or contact us at our Customer Care Center, for information regarding the current availability of the benefit options. At election, the GMWB Death Benefit equals the Flex GMWB Guaranteed Withdrawal Balance (GWB). When purchased at Contract issuance, the GWB is your initial Premium payment, net of any applicable Premium taxes.

At the time of a partial withdrawal, if the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of (1) your Flex GMWB Guaranteed Annual Withdrawal Amount (GAWA) or (2) the required minimum distribution (RMD) under the Internal Revenue Code (for certain tax-qualified Contracts), the GMWB Death Benefit is equal to the greater of: (a) the GMWB Death Benefit prior to the partial withdrawal less the partial withdrawal, or (b) zero. If a partial withdrawal

plus all prior partial withdrawals made in the current Contract Year exceed the greater of the GAWA or the RMD, the Excess Withdrawal is defined to be the lesser of (1) the amount of the partial withdrawal or (2) the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD; and the GMWB Death Benefit is equal to the greater of (a) the GMWB Death Benefit prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal, then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal, or (b) zero. **Therefore, please note that withdrawing more than the greater of the GAWA or RMD, as applicable, in a Contract Year may have a significantly negative impact on the value of this benefit and may lead to its premature termination.** An Excess Withdrawal may adversely affect the value of this benefit if the Contract Value is less than the GWB on the date of the Excess Withdrawal. Please refer to the current Rate Sheet Prospectus Supplement at www.jackson.com/product-literature-2.html, contact your financial professional, or contact us at our Jackson of NY Customer Care Center, for information regarding the current availability of the GAWA% tables. For examples of how Excess Withdrawals can negatively affect the value of your benefit, please see Example 5 under *Flex GMWB* in Appendix D.

With each subsequent Premium received after this add-on benefit is effective, the GMWB Death Benefit is recalculated to equal the GMWB Death Benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10 million.

In addition, on each Contract Anniversary following the effective date of the add-on benefit, the GMWB Death Benefit will automatically step up to the Contract Value if the Contract Value is greater than the GMWB Death Benefit, subject to a maximum of \$10 million.

On each fifth Contract Anniversary, the GMWB Death Benefit charge may be increased. If you elect to opt out of the current charge increase and any future charge increases at the time an increase is announced, Premium payments subsequent to that election will not be allowed. Charge increases under this provision may only occur every five years on the Contract Anniversary. If we opt not to increase a charge under this provision, the charge will not be subject to increase again until the Contract Anniversary five years thereafter. For more information, please see “Optional Death Benefit - Flex DB NY Charge”.

The GMWB Death Benefit is not adjusted upon step-up of the Flex GMWB Guaranteed Withdrawal Balance (GWB), the application of the GWB adjustment or the application of any bonus. **The GMWB Death Benefit will terminate on the date the Contract Value equals zero.**

Upon continuation of the Contract by a spousal joint Owner or a spousal Beneficiary, the surviving spouse may elect to terminate the Flex GMWB, in which case the GMWB death benefit will be included in the calculation of the continuation adjustment (which is the amount by which the death benefit that would have been payable exceeds the Contract Value). If the spouse does not make such an election, the add-on benefit, including the death benefit thereunder, will continue in accordance with its terms, but the GMWB death benefit will not be included in the continuation adjustment.

For more information about how the Flex GMWB works, including how the GWB and GAWA are calculated, please see “Flex GMWB” beginning on page 37.

Unlike the basic death benefit, Flex GMWB may provide a death benefit on or after the Income Date. Payment under this add-on death benefit will only be made if you wait until the Latest Income Date to begin receiving income payments. If the Income Date is before the Latest Income Date, then this add-on benefit terminates and no death benefit under the add-on benefit is payable. However, if the Income Date is on the date the Latest Income Date and one of the following income options is elected, then the corresponding death benefit is payable:

- *Life Income of the GAWA.* If this income option is elected, the death benefit payable to the Beneficiary when due proof of the Owner’s (or either joint Owner’s) death is received by the Company in Good Order is equal to the GMWB Death Benefit as of the Income Date.
- *Specified Period Income of the GAWA.* If this income option is elected, the death benefit payable to the Beneficiary when due proof of the Owner’s (or either joint Owner’s) death is received by the Company in Good Order is equal to the GMWB Death Benefit as of the Income Date.

If, under this income option, no Owner is deceased as of the date that the final payment of the remaining GWB is due, the death benefit will be payable in a lump sum to the Owner(s) along with the remaining GWB.

- *Life Income.* If this income option is elected and the Owner is the Annuitant or is a legal entity, the death benefit payable to the Beneficiary when due proof of the Annuitant's death is received by the Company in Good Order is equal to:
 - (a) the GMWB Death Benefit on the Latest Income Date; less
 - (b) the Contract Value on the Latest Income Date.
- *Joint and Survivor.* If this income option is elected and the Owner is the Annuitant or is a legal entity, the death benefit payable to the Beneficiary when due proof of the survivor payee's death is received by the Company in Good Order is equal to:
 - (a) the GMWB Death Benefit on the Latest Income Date; less
 - (b) the Contract Value on the Latest Income Date.
- *Life Annuity With at Least 120 Monthly Payments.* If this income option is elected and the Owner is the Annuitant or is a legal entity, the death benefit payable to the Beneficiary when due proof of the Annuitant's death is received by the Company in Good Order is equal to:
 - (a) the GMWB Death Benefit on the Latest Income Date; less
 - (b) the Contract Value on the Latest Income Date.

The death benefits under the Income Options vary depending on which Income Option you select. Either the GMWB Death Benefit (calculated, described above), with or without any remaining GWB, or the excess of the GMWB Death Benefit over the Contract Value is payable. Each is computed on the Income Date. For more information on these Income Options, see "Flex GMWB – Annuitization" beginning on page 44, and "Income Options" beginning on page 58.

Payout Options. The basic death benefit and the add-on death benefits can be paid under one of the following payout options:

- single lump-sum payment;
- payment of entire death benefit within 5 years of the date of death;
- on non-qualified contracts or for spousal Beneficiaries or Eligible Designated Beneficiaries on qualified contracts, payment of the entire death benefit under an income option over the Beneficiary's lifetime or for a period not extending beyond the Beneficiary's life expectancy. Any portion of the death benefit not applied under an income option within one year of the Owner's death, however, must be paid within five years of the date of the Owner's death on non-qualified contracts; or
- on qualified contracts, payment of the entire death benefit under an income option over a period not extending beyond ten (10) years, with distribution beginning within the calendar year following the calendar year of the Owner's death.

Under these payout options, the Beneficiary may also elect to receive additional lump sums at any time. The receipt of any additional lump sums will reduce the future income payments to the Beneficiary.

If the Beneficiary elects to receive the death benefit as an income option, the Beneficiary must make that payout option election within 60 days of the date we receive proof of death and payments of the death benefit must begin within one year of the date of death. If the Beneficiary chooses to receive some or all of the death benefit in a single sum and all the necessary requirements are met, we will pay the death benefit within seven days. If your Beneficiary is your spouse, he/she may elect to continue the Contract, at the current Contract Value, in his/her own name. If no payout option is selected, the entire death benefit will be paid within 5 years of the Owner's date of death. The death benefit will remain invested in the Investment Divisions in accordance with the allocation instructions given by the Owner until a payout option is selected, or new instructions are received from the Beneficiary after the claim is processed. For more information, please see "Spousal Continuation Option" below.

Pre-Selected Payout Options. As Owner, you may also make a predetermined selection of the death benefit payout option if your death occurs before the Income Date. However, at the time of your death, we may modify the death benefit option if the death

benefit you selected exceeds the life expectancy of the Beneficiary. If this Pre-selected Death Benefit Option Election is in force at the time of your death, the payment of the death benefit may not be postponed, nor can the Contract be continued under any other provisions of this Contract. This restriction applies even if the Beneficiary is your spouse, unless such restriction is prohibited by the Internal Revenue Code. If the Beneficiary does not submit the required documentation for the death benefit to us within one year of your death, however, the death benefit must be paid, in a single lump sum, within five years of your death.

Spousal Continuation Option. If your spouse is the sole Beneficiary and elects to continue the Contract in his or her own name after your death, pursuant to the Spousal Continuation Option, no death benefit will be paid at that time. Instead, except as described below, we will apply a continuation adjustment to the Contract, which is the amount by which the death benefit that would have been payable exceeds the Contract Value. A continuation adjustment will not be made if your Contract includes the Flex DB NY and your spouse continues that benefit after your death. In addition, no continuation adjustment is made if you elect the Contract Value Death Benefit option. We calculate the continuation adjustment amount using the Contract Value and death benefit as of the date we receive all required documentation from the Beneficiary of record and the spousal Beneficiary's written request to continue the Contract (the "Continuation Date"). We will add this amount to the Contract based on the current allocation instructions at the time of your death, subject to any minimum allocation restrictions, unless we receive other allocation instructions from your spouse.

If your spouse continues the Contract in his/her own name under the Spousal Continuation Option, the new Contract Value will be considered the initial Premium for purposes of determining any future death benefit under the Contract. The age of the surviving spouse at the time of the continuation of the Contract will be used to determine all benefits under the Contract prospectively, so the death benefit may be at a different level.

If your spouse elects to continue the Contract, your spouse may elect to terminate any existing GMWB on the Continuation Date, and no further GMWB charges will be deducted. If your spouse does not elect to terminate a GMWB on the Continuation Date, the GMWB will continue, GMWB charges will continue to be deducted, and the GMWB may not subsequently be terminated independently from the Contract. For more information, please see the respective GMWB subsections in this prospectus. Any add-on Guaranteed Minimum Death Benefit (except Flex DB NY) will terminate upon the death of the Owner. The Flex DB NY will continue for your spouse unless your spouse chooses to terminate the death benefit and the associated Flex GMWB.

The Spousal Continuation Option is available to elect one time on the Contract. However, if the Pre-selected Death Benefit Option Election is in force at the time of your death, the payment of the death benefit may not be postponed, nor can the Contract be continued under any other provisions of this Contract. This restriction applies even if the Beneficiary is your spouse, unless such restriction is prohibited by the Internal Revenue Code. The Spousal Continuation Option is not available in the event the original Owner has been changed, or the Contract has been previously assigned. On tax-qualified Contracts, the Spousal Continuation Option is only available if the spouse is the sole Beneficiary.

Death of Owner On or After the Income Date. If you or a joint Owner dies, and is not the Annuitant, on or after the Income Date, any remaining payments under the income option elected will continue at least as rapidly as under the method of distribution in effect at the date of death. If you die, the Beneficiary becomes the Owner. If the joint Owner dies, the surviving joint Owner, if any, will be the designated Beneficiary. Any other Beneficiary designation on record at the time of death will be treated as a contingent Beneficiary. A contingent Beneficiary is entitled to receive payment only after the Beneficiary dies.

Death of Annuitant. If the Annuitant is not an Owner or joint Owner and dies before the Income Date, you can name a new Annuitant, subject to our underwriting rules. If you do not name a new Annuitant within 30 days of the death of the Annuitant, you will become the Annuitant. However, if the Owner is a legal entity (for example, a corporation), then the death of the Annuitant will be treated as the death of the Owner, and a new Annuitant may not be named.

If the Annuitant dies on or after the Income Date, any remaining guaranteed payments will be paid to the Beneficiary as provided for in the income option selected. Any remaining guaranteed payments will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

Stretch Contracts. The beneficiary of death benefit proceeds from another company's non-qualified annuity contract or the eligible designated Beneficiary (as defined by the Internal Revenue Code and implementing regulations) of death benefit proceeds from another company's tax-qualified annuity contract or plan, may use the death benefit proceeds to purchase a Contract ("Stretch Contract") from us. The beneficiary of the prior contract or plan ("Beneficial Owner") must begin taking distributions, or must have begun taking distributions under the prior contract or plan, within one year of the decedent's death. The distributions must be taken over a period not to exceed the life expectancy of the Beneficial Owner, and the distributions must satisfy the minimum distribution requirements resulting from the decedent's death as defined by the Internal Revenue Code and implementing regulations. (See "Non-Qualified Contracts – Required Distributions" on page 65.) Upon the Beneficial Owner's death, under a tax-qualified Stretch Contract, the designated Beneficiary must distribute the Contract Value on or before the end of the 10th year after the Beneficial Owner's death.

We will waive withdrawal charges on any withdrawal necessary to satisfy the minimum distribution requirements. Withdrawals in excess of the minimum distribution requirements may be taken at any time, subject to applicable withdrawal charges.

The rights of Beneficial Owners are limited to those applicable to the distribution of the death benefit proceeds. Add-on benefits are not available.

Special requirements apply to non-qualified Stretch Contracts. All Premium payments must be received in the form of a full or partial 1035 exchange of the death benefit proceeds from a non-qualified annuity contract and other forms of Premium payments are not permitted. Joint ownership is not permitted. **Please read the Contract and accompanying endorsement carefully for more information about these and other requirements.**

TAXES

The following is only a general discussion of certain federal income tax issues and is not intended as tax advice to any individual. Jackson of NY does not make any guarantee regarding the tax status of any Contract or any transaction involving the Contracts. It should be understood that the following discussion is not exhaustive and that other special rules may be applicable in certain situations. Moreover, no attempt has been made to consider any applicable state or other tax laws or to compare the tax treatment of the Contracts to the tax treatment of any other investment. You are responsible for determining whether your purchase of a Contract, withdrawals, income payments, and any other transactions under your Contract satisfy applicable tax law. Additional tax information is included in the Statement of Additional Information ("SAI"). You should consult your own tax advisor as to how these general rules will apply to you if you purchase a Contract.

CONTRACT OWNER TAXATION

Tax-Qualified and Non-Qualified Contracts. If you purchase your Contract as a part of a tax-qualified plan such as an Individual Retirement Annuity (IRA), Tax-Sheltered Annuity (sometimes referred to as a 403(b) contract), or pension or profit-sharing plan (including a 401(k) plan or H.R. 10 Plan) your Contract will be what is referred to as a tax-qualified contract. Tax deferral under a tax-qualified contract arises under the specific provisions of the Internal Revenue Code (Code) governing the tax-qualified plan, so a tax-qualified contract should be purchased only for the features and benefits other than tax deferral that are available under a tax-qualified contract, and not for the purpose of obtaining tax deferral. You should consult your own advisor regarding these features and benefits of the Contract prior to purchasing a tax-qualified contract.

If you do not purchase your Contract as a part of any tax-qualified pension plan, specially sponsored program or an individual retirement annuity, your Contract will be what is referred to as a non-qualified contract. Some broker-dealers only offer the Contracts as non-qualified contracts.

The amount of your tax liability on the earnings under and the amounts received from either a tax-qualified or a non-qualified contract will vary depending on the specific tax rules applicable to your Contract and your particular circumstances.

Non-Qualified Contracts – General Taxation. Increases in the value of a non-qualified Contract attributable to undistributed earnings are generally not taxable to the Contract Owner or the Annuitant until a distribution (either a withdrawal, including withdrawals under any GMWB you may elect, or an income payment) is made from the Contract. This tax deferral is generally not available under a non-qualified Contract owned by a legal entity (e.g., a corporation or certain other entities other than a trust holding the Contract as an agent for a natural person). Loans, assignments, or pledges based on a non-qualified Contract are treated as distributions.

Non-Qualified Contracts – Aggregation of Contracts. For purposes of determining the taxability of a withdrawal, the Code provides that all non-qualified contracts issued by us (or an affiliate) to you during any calendar year must be treated as one annuity contract. Additional rules may be promulgated under this Code provision to prevent avoidance of its effect through the ownership of serial contracts or otherwise.

Non-Qualified Contracts – Withdrawals and Income Payments. Any withdrawal from a non-qualified Contract, including withdrawals under any GMWB you may elect, is taxable as ordinary income to the extent it does not exceed the accumulated earnings under the Contract. In contrast, a part of each income payment under a non-qualified Contract is generally treated as a non-taxable return of Premium. The balance of each income payment is taxable as ordinary income. The amounts of the taxable and non-taxable portions of each income payment are determined based on the amount of the investment in the Contract and the length of the period over which income payments are to be made. Income payments received after all of your investment in the Contract is recovered are fully taxable as ordinary income. Additional information is provided in the SAI.

The Code also imposes a 10% penalty on certain taxable amounts received under a non-qualified Contract. This penalty tax will not apply to any amounts:

- paid on or after the date you reach age 59½;
- paid to your Beneficiary after you die;
- paid if you become totally disabled (as that term is defined in the Code);
- paid in a series of substantially equal periodic payments made annually (or more frequently) for your life (or life expectancy) or for a period not exceeding the joint lives (or joint life expectancies) of you and your Beneficiary;
- paid under an immediate annuity;
- which come from Premiums made prior to August 14, 1982; or
- other distributions as provided under applicable federal tax law.

The taxable portion of distributions from a non-qualified annuity Contract are considered investment income for purposes of the Medicare tax on investment income. As a result, a 3.8% tax will generally apply to some or all of the taxable portion of distributions to individuals whose modified adjusted gross income exceeds certain threshold amounts. These levels are \$200,000 in the case of single head of household taxpayers, \$250,000 in the case of married taxpayers filing joint returns, \$250,000 in case of Qualifying surviving spouse with dependent child, and \$125,000 in the case of married taxpayers filing separately. Owners should consult their own tax advisors for more information.

Non-Qualified Contracts – Required Distributions. In order to be treated as an annuity contract for federal income tax purposes, the Code requires any nonqualified contract issued after January 18, 1985 to provide that (a) if an Owner dies on or after the annuity starting date but prior to the time the entire interest in the contract has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of that Owner’s death; and (b) if an Owner dies prior to the annuity starting date, the entire interest in the contract must be distributed within five years after the date of the Owner’s death. If the owner is a legal entity, the death of any annuitant is treated as the death of the owner for this purpose.

The requirements of (b) above can be considered satisfied if the Owner’s interest which is payable to or for the benefit of a “designated Beneficiary” is distributed over the life of such Beneficiary or over a period not extending beyond the life expectancy of that Beneficiary and such distributions begin within one year of that Owner’s death. The Owner’s “designated Beneficiary,” who must be a natural person, is the person designated by such Owner as a Beneficiary and to whom ownership of the Contract passes by reason of death. However, if the Owner’s “designated Beneficiary” is the surviving spouse of the Owner, the Contract may be continued with the surviving spouse as the new Owner. A surviving spouse must meet the requirements under federal tax law to continue the contract.

Non-Qualified Contracts - 1035 Exchanges. Under Section 1035 of the Code, you can purchase a variable annuity contract through a tax-free exchange of another annuity contract, or a life insurance or endowment contract. For the exchange to be tax-free under Section 1035, the owner and annuitant must be the same under the original annuity contract and the Contract issued to you in the exchange. If the original contract is a life insurance contract or endowment contract, the owner and the insured on the original contract must be the same as the owner and annuitant on the Contract issued to you in the exchange. Under certain circumstances, partial withdrawals may be treated as a tax-free “partial 1035 exchange” (please see the SAI for more information).

Tax-Qualified Contracts – Withdrawals and Income Payments. The Code imposes limits on loans, withdrawals and income payments under tax-qualified Contracts. The Code also imposes required minimum distributions for tax-qualified Contracts and a 10% penalty on certain taxable amounts received prematurely under a tax-qualified Contract. These limits, required minimum distributions, tax penalties and the tax computation rules are summarized in the SAI. Any withdrawals under a tax-qualified Contract, including withdrawals under any GMWB you may elect, will be taxable except to the extent they are allocable to an investment in the Contract (any after-tax contributions). In most cases, there will be little or no investment in the Contract for a tax-qualified Contract because contributions will have been made on a pre-tax or tax-deductible basis.

Withdrawals – Tax-Sheltered Annuities. The Code limits the withdrawal of amounts attributable to Premium payments made under a salary reduction agreement from Tax-Sheltered Annuities. Withdrawals can only be made when an Owner:

- reaches age 59½;
- leaves his/her job;
- dies;
- becomes disabled (as that term is defined in the Code); or
- experiences hardship. However, in the case of hardship, the Owner can only withdraw the Premium and not any earnings.

Withdrawals – Roth IRAs. Subject to certain limitations, individuals may also purchase a type of non-deductible IRA annuity known as a Roth IRA annuity. Qualified distributions from Roth IRA annuities are entirely federal income-tax free. A qualified distribution requires that the individual has held the Roth IRA annuity for at least five years and, in addition, that the distribution is made either after the individual reaches age 59½, on account of the individual's death or disability, or as a qualified first-time home purchase, subject to \$10,000 lifetime maximum, for the individual, or for a spouse, child, grandchild or ancestor. See SAI for additional details about Roth IRAs.

Death Benefits. None of the death benefits paid under the Contract to the Beneficiary will be tax-exempt life insurance benefits. The rules governing the taxation of payments from an annuity Contract, as discussed above, generally apply to the payment of death benefits and depend on whether the death benefits are paid as a lump sum or as annuity payments. Estate or gift taxes may also apply.

Assignment. An assignment of your Contract will generally be a taxable event. Assignments of a tax-qualified Contract may also be limited by the Code and the Employee Retirement Income Security Act of 1974, as amended. These limits are summarized in the SAI. You should consult your tax advisor prior to making any assignment of your Contract.

An assignment or pledge of all or any portion of the value of a Non-Qualified Contract is treated under Section 72 of the Code as an amount not received as an annuity. The total value of the Contract assigned or pledged that exceeds the aggregate Premiums paid will be included in the individual's gross income. In addition, the amount included in the individual's gross income could also be subject to the 10% penalty tax discussed in connection with Non-Qualified Contracts.

An assignment or pledge of all or any portion of the value of a Qualified Contract will disqualify the Qualified Contract. The Code requires the Qualified Contract to be nontransferable.

Diversification. The Code provides that the underlying investments for a non-qualified variable annuity must satisfy certain diversification requirements in order to be treated as an annuity Contract. We believe that the underlying investments are being managed so as to comply with these requirements. A fuller discussion of the diversification requirements is contained in the SAI.

Owner Control. In a Revenue Ruling issued in 2003, the Internal Revenue Service (IRS) considered certain variable annuity and variable life insurance Contracts and held that the types of actual and potential control that the Contract Owners could exercise over the investment assets held by the insurance company under these variable Contracts was not sufficient to cause the Contract Owners to be treated as the Owners of those assets and thus to be subject to current income tax on the income and gains produced by those assets. Under the Contract, like the contracts described in the Revenue Ruling, there will be no arrangement, plan, Contract or agreement between the Contract Owner and Jackson of NY regarding the availability of a particular investment option and other than the Contract Owner's right to allocate Premiums and transfer funds among the available sub-accounts, all investment decisions concerning the sub-accounts will be made by the insurance company or an adviser in its sole and absolute discretion. See Revenue Rule 2003-91 and the SAI for additional details.

Withholding. In general, the income portion of distributions from a Contract are subject to 10% federal income tax withholding and the income portion of income payments are subject to withholding at the same rate as wages unless you elect not to have tax withheld. Some states have enacted similar rules. Different rules may apply to payments delivered outside the United States.

Eligible rollover distributions from a Contract issued under certain types of tax-qualified plans will be subject to federal tax withholding at a mandatory 20% rate unless the distribution is made as a direct rollover to a tax-qualified plan or to an individual retirement account or annuity.

The Code generally allows the rollover of most distributions to and from tax-qualified plans, tax-sheltered annuities, Individual Retirement Annuities and eligible deferred compensation plans of state or local governments. Distributions from other tax-qualified plans which may not be rolled over are those which are:

- (a) one of a series of substantially equal annual (or more frequent) payments made (a) over the life or life expectancy of the employee, (b) the joint lives or joint life expectancies of the employee and the employee's Beneficiary, or (c) for a specified period of ten years or more;
- (b) a required minimum distribution; or
- (c) a hardship withdrawal.

Jackson of NY reserves the right to change tax reporting practices where it determines that a change is necessary to comply with federal or state tax rules (whether formal or informal).

Annuity Purchases by Nonresident Aliens and Foreign Corporations. The discussion above provides general information regarding U.S. federal income tax consequences to annuity purchasers that are U.S. citizens or residents. Purchasers that are not U.S. citizens or residents will generally be subject to U.S. federal withholding tax on taxable distributions from annuity contracts at a 30% rate, unless a lower treaty rate applies. In addition, purchasers may be subject to state and/or municipal taxes and taxes that may be imposed by the purchaser's country of citizenship or residence. Prospective purchasers are advised to consult with a qualified tax adviser regarding U.S. state, and foreign taxation with respect to an annuity contract purchase.

Definition of Spouse. The Contract provides that upon your death, a surviving spouse may have certain continuation rights that he or she may elect to exercise for the Contract's death benefit and any joint-life coverage under an optional living benefit. All Contract provisions relating to spousal continuation are available only to a person who meets the definition of "spouse" under federal law. The U.S. Supreme Court has held that same-sex marriages must be permitted under state law and that marriages recognized under state law will be recognized for federal law purposes. Domestic partnerships and civil unions that are not recognized as legal marriages under state law, however, will not be treated as marriages under federal law. Consult a tax adviser for more information on this subject.

Transfers, Assignments or Exchanges of a Contract. A transfer or assignment of ownership of a Contract, the designation of an annuitant other than the owner, the selection of certain maturity dates, or the exchange of a Contract may result in certain tax consequences to you that are not discussed herein. An owner contemplating any such transfer, assignment or exchange, should consult a tax advisor as to the tax consequences.

Tax Law Changes. Although the likelihood of legislative changes is uncertain, there is always the possibility that the tax treatment of the Contract could change by legislation or otherwise. Consult a tax adviser with respect to legislative developments and their effect on the Contract.

We have the right to modify the contract in response to legislative changes that could otherwise diminish the favorable tax treatment that annuity contract owners currently receive. We make no guarantee regarding the tax status of any contract and do not intend the above discussion as tax advice.

JACKSON OF NY TAXATION

We reserve the right to deduct from the Contract Value any taxes attributed to the Contract and paid by us to any government entity (including, but not limited to, Premium Taxes, Federal, state and local withholding of income, estate, inheritance, other taxes required by law and any new or increased federal or state income taxes that may be enacted into law). Premium taxes generally range from 0% to 2%, which are applicable only in certain jurisdictions. We will determine when taxes relate to the Contract.

We may pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We will withhold taxes required by law from any amounts payable from this Contract.

We will pay company income taxes on the taxable corporate earnings created by this separate account product adjusted for various permissible deductions and certain tax benefits discussed below. While we may consider company income tax liabilities and tax

benefits when pricing our products, we do not currently include our income tax liabilities in the charges you pay under the contract. We will periodically review the issue of charging for these taxes and may impose a charge in the future.

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

OTHER INFORMATION

Dollar Cost Averaging. You can arrange to have a dollar amount or percentage of money periodically transferred automatically into the Investment Divisions and other Fixed Account Options (if currently available) (each a “Designated Option”) from the one-year Fixed Account (if currently available) or any of the Investment Divisions (each a “Source Option”). If we impose any transfer restrictions on the one-year Fixed Account Option as discussed in numbered paragraphs 1-4 under “Transfers and Frequent Transfer Restrictions,” then (i) the one-year Fixed Account Option can be used as a Source Option for Dollar Cost Averaging only with respect to new Premiums that are allocated to that Source Option, (ii) only a twelve-month Dollar Cost Averaging period may be selected, (iii) transfers out of the one-year Fixed Account Option pursuant to such Dollar Cost Averaging will not count against the maximum amount limitations we have imposed on transfers out of the one-year Fixed Account Option and (iv) transfers from that Source Option other than such scheduled transfers will not be permitted.

In the case of transfers from the one-year Fixed Account or Investment Divisions with a less volatile unit value, Dollar Cost Averaging can let you pay a lower average cost per unit over time than you would receive if you made a one-time purchase. Transfers from the more volatile Investment Divisions may not result in lower average costs and such Investment Divisions may not be an appropriate source of dollar cost averaging transfers in volatile markets.

There is no charge for Dollar Cost Averaging. You may cancel your Dollar Cost Averaging program using whatever methods you use to change your allocation instructions. You should consult with your financial professional with respect to the current availability of Dollar Cost Averaging. Certain restrictions may apply.

Dollar Cost Averaging Plus (DCA+). The DCA+ Fixed Account Option is a “source account” designed for dollar cost averaging transfers to Investment Divisions or systematic transfers to other Fixed Account Options. A Contract Value of \$15,000 is required to participate. From time to time, we will offer special enhanced interest rates on the DCA+ Fixed Account Option. If a DCA+ Fixed Account Option is selected, monies in the DCA+ Fixed Account Option will be systematically transferred to the Investment Divisions or other Fixed Account Options chosen over a DCA+ term of either twelve months or six months, as you select.

Transfers out of the DCA+ Fixed Account Option other than the automatic DCA+ transfers can be made only if you discontinue use of the DCA+ Fixed Account Option. Also, if we impose any transfer restrictions on the one-year Fixed Account Option as discussed in numbered paragraphs 1-4 under “Transfers and Frequent Transfer Restrictions,” then (i) you may not discontinue the DCA+ Fixed Account Option or otherwise transfer or withdraw any amounts from the DCA+ Fixed Account Option, but (ii) automatic transfers pursuant to DCA+ will not count against any maximum amount limitations we have imposed on transfers out of the one-year Fixed Account Option.

There is no charge for DCA+. You may cancel your DCA+ program using whatever methods you use to change your allocation instructions. We may discontinue the availability of DCA+ at any time and without notice. You should consult your financial professional with respect to the current availability of the Fixed Account Options and the availability of DCA+. Certain restrictions may apply.

Earnings Sweep. You can choose to move your earnings from the source accounts (only applicable from the one year Fixed Account Option and the JNL/Dreyfus Government Money Market Investment Division). Earnings Sweep may only be added within 30 days of the issue date of your Contract.

There is no charge for Earnings Sweep. You may cancel your Earnings Sweep program using whatever methods you use to change your allocation instructions. You should consult with your financial professional with respect to the current availability of Earnings Sweep. Certain restrictions may apply.

Rebalancing. You can arrange to have us automatically reallocate your Contract Value among Investment Divisions and the one-year Fixed Account periodically to maintain your selected allocation percentages. Rebalancing will terminate if your rebalancing program includes the one-year Fixed Account Option and (i) we impose any transfer restrictions on the one-year Fixed Account Option as discussed in numbered paragraphs 1-4 under “Transfers and Frequent Transfer Restrictions” or (ii) we exercise our right to require that any Premiums allocated to the one-year Fixed Account Option be automatically transferred out of that option over a period of time that we specify. In that case, however, you could re-elect automatic rebalancing without the one-year Fixed Account Option. Rebalancing is consistent with maintaining your allocation of investments among market segments, although it is accomplished by reducing your Contract Value allocated to the better performing Investment Divisions.

There is no charge for Rebalancing. You may cancel your Rebalancing program using whatever methods you use to change your allocation instructions. You should consult with your financial professional with respect to the current availability of Rebalancing. Certain restrictions may apply.

Free Look. You may return your Contract to the selling agent or us within twenty days after receiving it. Upon receipt of your Contract, we will refund the Contract Value determined as of the Business Day on which the Contract is returned to the selling agent or the Company, including any fees or other charges deducted from the premiums or imposed under the Contract .

We will return Premium payments where required by law. We will pay the applicable free look proceeds within seven days of a request in Good Order. If a Premium payment made by personal check or electronic draft is received within the five days preceding a free look request, we may delay payment of the free look proceeds up to seven days after the date of the request, to ensure the check or electronic draft is not returned due to insufficient funds.

Advertising. From time to time, we may advertise several types of performance of the Investment Divisions.

- **Total return** is the overall change in the value of an investment in an Investment Division over a given period of time.
- **Standardized average annual total return** is calculated in accordance with SEC guidelines.
- **Non-standardized total return** may be for periods other than those required by, or may otherwise differ from, standardized average annual total return. For example, if a Fund has been in existence longer than the Investment Division, we may show non-standardized performance for periods that begin on the inception date of the Fund, rather than the inception date of the Investment Division.
- **Yield** refers to the income generated by an investment over a given period of time.

Performance will be calculated by determining the percentage change in the Accumulation Unit value by dividing the increase (decrease) for that unit by the Accumulation Unit value at the beginning of the period. Performance will reflect the deduction of the Core Contract Charge and administration charges and may reflect the deduction of contract maintenance and withdrawal charges, but will not reflect charges for add-on benefits except in performance data used in sales materials that promote those add-on benefits. The deduction of withdrawal charges and/or the charges for add-on benefits would reduce the percentage increase or make greater any percentage decrease.

Modification of Your Contract. Only our President, Vice President, Secretary or Assistant Secretary may approve a change to or waive a provision of your Contract. Any change or waiver must be in writing. We may change the terms of your Contract without your consent in order to comply with changes in applicable law, or otherwise as we deem necessary. Your written consent will be obtained prior to changing any terms and conditions of the Contract in a manner that diminishes your rights and/or benefits under the Contract.

Confirmation of Transactions. We will send you a written statement confirming that a financial transaction, such as a Premium payment, withdrawal, or transfer has been completed. This confirmation statement will provide details about the transaction. Certain transactions which are made on a periodic or systematic basis will be confirmed in a quarterly statement only.

It is important that you carefully review the information contained in the statements that confirm your transactions. If you believe an error has occurred you must notify us in writing promptly upon receipt of the statement so that we can make any appropriate adjustments.

Delivery of Fund Reports. Paper copies of the Funds’ annual and semi-annual shareholder reports will no longer be sent by mail, unless you specifically request paper copies of the reports from Jackson of NY. Instead, the reports will be made available on

Jackson's website (www.jackson.com), and you will be notified by mail each time a report is posted and provided with a website link to access the report. You may elect to receive all future annual and semi-annual Fund reports in paper free of charge. You can inform Jackson of NY that you wish to receive paper copies of those reports by contacting Jackson of NY as described on the cover page of this prospectus. Your election to receive annual and semi-annual Fund reports will apply to all Funds described herein.

Legal Proceedings. Jackson National Life Insurance Company (Jackson of NY's parent) and its subsidiaries are defendants in a number of other civil proceedings arising in the ordinary course of business and otherwise. We do not believe at the present time that any pending action or proceeding will have a material adverse effect upon the Separate Account, Jackson of NY's ability to meet its obligations under the Contracts, or Jackson National Life Distributors LLC's ability to perform its contract with the Separate Account.

Rule 12h-7 Reliance. Jackson of NY is relying on Securities and Exchange Commission ("SEC") Rule 12h-7, which exempts insurance companies from filing periodic reports under the Securities Exchange Act of 1934 with respect to variable annuity contracts that are registered under the Securities Act of 1933 and regulated as insurance under state law.

APPENDIX A

FUNDS AVAILABLE UNDER THE CONTRACT

The following is a list of Funds (all Class A shares) available under the Contract, which is subject to change, as discussed in the prospectus. Certain broker-dealers selling the Contracts may limit the Investment Divisions that are available to their customers. You can find the prospectuses and other information about the Funds online at <https://www.jackson.com/fund-literature.html>. You can also request this information at no cost by calling 1-800-599-5651 or by sending an email request to ProspectusRequest@jackson.com.

The current expenses and performance information below reflects fees and expenses of the Funds, but does not reflect the other fees and expenses that your Contract may charge. Expenses would be higher and performance would be lower if these charges were included. Each Fund's past performance is not necessarily an indication of future performance.

Fund Type	Fund and Manager* (and Sub-Adviser, if applicable) *The investment manager for each Fund is Jackson National Asset Management, LLC	Current Expenses	Average Annual Total Returns (as of 12/31/23)		
			1 year	5 year	10 year
Allocation	JNL/American Funds Balanced Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	0.91% ²	13.85%	8.80%	5.88%
Fixed Income	JNL/American Funds Bond Fund of America Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	0.83% ²	4.65%	N/A	N/A
Allocation	JNL/American Funds Capital Income Builder Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	0.96% ²	8.55%	7.02%	N/A
Fixed Income	JNL/American Funds Capital World Bond Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	1.06% ²	5.82%	(0.64)%	0.07%
International/ Global Equity	JNL/American Funds Global Growth Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	1.06% ²	22.13%	13.28%	9.26%
International/ Global Equity	JNL/American Funds Global Small Capitalization Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	1.24% ²	15.77%	7.95%	5.45%
U.S. Equity	JNL/American Funds Growth Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	0.91% ²	38.03%	18.29%	13.94%
U.S. Equity	JNL/American Funds Growth-Income Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	0.91% ²	25.67%	12.93%	10.48%
International/ Global Equity	JNL/American Funds International Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	1.17% ²	15.33%	4.44%	3.01%
International/ Global Equity	JNL/American Funds New World Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	1.26% ²	15.46%	8.18%	4.26%
U.S. Equity	JNL/American Funds[®] Washington Mutual Investors Fund¹ (Investment Adviser to the Master Fund: Capital Research and Management Company SM)	0.93% ²	16.88%	12.20%	9.52%

Fund Type	Fund and Manager* (and Sub-Adviser, if applicable) *The investment manager for each Fund is Jackson National Asset Management, LLC	Current Expenses	Average Annual Total Returns (as of 12/31/23)		
			1 year	5 year	10 year
Alternative	JNL Multi-Manager Alternative Fund (Boston Partners Global Investors, Inc.; DoubleLine Capital LP; First Pacific Advisors, LP; Kayne Anderson Rudnick Investment Management, LLC; Lazard Asset Management LLC; Loomis, Sayles & Company, L.P.; and Westchester Capital Management, LLC)	2.44%	11.24%	3.75%	N/A
International/ Global Equity	JNL Multi-Manager Emerging Markets Equity Fund (GQG Partners LLC, Kayne Anderson Rudnick Investment Management, LLC; T. Rowe Price Associates, Inc. (Sub-Sub-Adviser: T. Rowe Price Hong Kong Limited); and WCM Investment Management, LLC)	1.24%	10.11%	1.42%	0.35%
Fixed Income	JNL Multi-Manager Floating Rate Income Fund (PPM America, Inc.; FIAM LLC)	0.94%	13.16%	4.00%	2.97%
International/ Global Equity	JNL Multi-Manager International Small Cap Fund (Baillie Gifford Overseas Limited; Causeway Capital Management LLC; and WCM Investment Management, LLC)	1.21%	22.47%	11.39%	N/A
U.S. Equity	JNL Multi-Manager Mid Cap Fund (Champlain Investment Partners, LLC; LLC; Kayne Anderson Rudnick Investment Management, LLC; Nuance Investments, LLC; and Victory Capital Management Inc.)	1.09%	12.33%	11.45%	N/A
U.S. Equity	JNL Multi-Manager Small Cap Growth Fund (BAMCO, Inc.; Driehaus Capital Management LLC; Granahan Investment Management, Inc.; Kayne Anderson Rudnick Investment Management, LLC; Segall Bryant & Hamill, LLC; Victory Capital Management Inc.; and WCM Investment Management, LLC)	0.98%	16.32%	10.43%	7.81%
U.S. Equity	JNL Multi-Manager Small Cap Value Fund (Congress Asset Management Company, LLP; Cooke & Bieler, L.P.; Reinhart Partners, Inc.; River Road Asset Management, LLC; and WCM Investment Management, LLC)	1.11%	20.97%	11.61%	6.29%
U.S. Equity	JNL Multi-Manager U.S. Select Equity Fund (GQG Partners, LLC; WCM Investment Management, LLC)	0.99%	22.82%	N/A	N/A
Allocation	JNL Moderate ETF Allocation Fund (Mellon Investments Corporation)	0.77%	9.61%	4.96%	4.00%
Allocation	JNL Moderate Growth ETF Allocation Fund (Mellon Investments Corporation)	0.78%	11.77%	6.93%	5.33%
Allocation	JNL Growth ETF Allocation Fund (Mellon Investments Corporation)	0.80%	14.01%	8.68%	6.44%
Allocation	JNL/American Funds Moderate Allocation Fund	0.96%	N/A	N/A	N/A
Allocation	JNL/American Funds Moderate Growth Allocation Fund	1.00%	13.83%	7.59%	5.93%
Allocation	JNL/American Funds Growth Allocation Fund	1.01%	17.25%	9.75%	7.39%
International/ Global Equity	JNL/AB Sustainable Global Thematic Fund (AllianceBernstein L.P.)	1.14%	15.76%	N/A	N/A
U.S. Equity	JNL/AQR Large Cap Defensive Style Fund (AQR Capital Management, LLC)	0.86%	10.57%	N/A	N/A

Fund Type	Fund and Manager* (and Sub-Adviser, if applicable) *The investment manager for each Fund is Jackson National Asset Management, LLC	Current Expenses	Average Annual Total Returns (as of 12/31/23)		
			1 year	5 year	10 year
International/ Global Equity	JNL/Baillie Gifford International Growth Fund (Baillie Gifford Overseas Limited)	0.99%	13.65%	6.29%	N/A
Allocation	JNL/BlackRock Global Allocation Fund (BlackRock Investment Management, LLC; Sub-Sub-Adviser BlackRock International Limited)	1.06%	13.95%	7.67%	4.74%
Alternative	JNL/BlackRock Global Natural Resources Fund (BlackRock International Limited)	0.97%	(1.61)%	12.60%	1.86%
U.S. Equity	JNL/BlackRock Large Cap Select Growth Fund (BlackRock Investment Management, LLC)	0.84% ²	49.68%	15.45%	12.49%
International/ Global Equity	JNL/Causeway International Value Select Fund (Causeway Capital Management LLC)	0.97%	28.35%	10.28%	4.08%
U.S. Equity	JNL/ClearBridge Large Cap Growth Fund (ClearBridge Investments, LLC)	0.94%	44.55%	15.23%	N/A
International/ Global Equity	JNL/DFA International Core Equity Fund (Dimensional Fund Advisors LP)	0.90%	15.59%	N/A	N/A
U.S. Equity	JNL/DFA U.S. Core Equity Fund (Dimensional Fund Advisors LP)	0.80%	22.27%	14.47%	10.33%
U.S. Equity	JNL/DFA U.S. Small Cap Fund (Dimensional Fund Advisors LP)	0.99%	16.72%	12.00%	7.51%
Fixed Income	JNL/DoubleLine[®] Core Fixed Income Fund (DoubleLine Capital LP)	0.79%	6.03%	0.73%	1.56%
Fixed Income	JNL/DoubleLine[®] Emerging Markets Fixed Income Fund (DoubleLine Capital LP)	1.08%	9.48%	1.46%	N/A
U.S. Equity	JNL/DoubleLine[®] Shiller Enhanced CAPE[®] Fund (DoubleLine Capital LP)	1.02%	27.42%	13.16%	N/A
Fixed Income	JNL/DoubleLine[®] Total Return Fund (DoubleLine Capital LP)	0.83%	5.09%	(0.26)%	1.45%
Fixed Income	JNL/Dreyfus Government Money Market Fund (Mellon Investments Corporation)	0.56%	4.39%	1.40%	0.82%
Fixed Income	JNL/Fidelity Institutional Asset Management[®] Total Bond Fund (FIAM LLC)	0.79%	6.70%	1.66%	1.75%
Alternative	JNL/First Sentier Global Infrastructure Fund (First Sentier Investors (Australia) IM Ltd)	1.13%	2.81%	6.38%	3.27%
Allocation	JNL/Franklin Templeton Income Fund (Franklin Advisers, Inc.)	0.93%	8.19%	6.78%	4.77%
U.S. Equity	JNL/Goldman Sachs 4 Fund (Goldman Sachs Asset Management, L.P.)	0.70%	14.42%	12.53%	8.86%
International/ Global Equity	JNL/Harris Oakmark Global Equity Fund (Harris Associates L.P.)	1.11%	19.99%	11.03%	N/A
U.S. Equity	JNL/Invesco Diversified Dividend Fund (Invesco Advisers, Inc.)	0.99%	8.54%	9.48%	N/A
International/ Global Equity	JNL/Invesco Global Growth Fund (Invesco Advisers, Inc.)	0.96%	34.59%	12.11%	8.28%
U.S. Equity	JNL/Invesco Small Cap Growth Fund (Invesco Advisers, Inc.)	1.05%	12.12%	8.66%	7.36%

Fund Type	Fund and Manager* (and Sub-Adviser, if applicable) *The investment manager for each Fund is Jackson National Asset Management, LLC	Current Expenses	Average Annual Total Returns (as of 12/31/23)		
			1 year	5 year	10 year
Allocation	JNL/JPMorgan Global Allocation Fund (J.P. Morgan Investment Management Inc.)	1.06% ²	12.70%	5.50%	N/A
Alternative	JNL/JPMorgan Hedged Equity Fund (J.P. Morgan Investment Management Inc.)	0.96%	15.70%	9.03%	N/A
U.S. Equity	JNL/JPMorgan MidCap Growth Fund (J.P. Morgan Investment Management Inc.)	0.90%	23.21%	15.61%	11.32%
Alternative	JNL/JPMorgan Nasdaq[®] Hedged Equity Fund (J.P. Morgan Investment Management Inc.)	0.99%	N/A	N/A	N/A
Fixed Income	JNL/JPMorgan U.S. Government & Quality Bond Fund (J.P. Morgan Investment Management Inc.)	0.69%	4.16%	0.50%	1.26%
U.S. Equity	JNL/JPMorgan U.S. Value Fund (J.P. Morgan Investment Management Inc.)	0.88%	9.00%	9.77%	6.37%
International/ Global Equity	JNL/Loomis Sayles Global Growth Fund (Loomis, Sayles & Company, L.P.)	1.01%	36.41%	13.38%	N/A
Fixed Income	JNL/Lord Abbett Short Duration Income Fund (Lord, Abbett & Co. LLC)	0.80%	5.38%	N/A	N/A
U.S. Equity	JNL/Mellon DowSM Index Fund (Mellon Investments Corporation)	0.65%	15.43%	11.73%	10.42%
International/ Global Equity	JNL/Mellon Emerging Markets Index Fund³ (Investment Sub-Adviser to the Master Fund: Mellon Investments Corporation)	0.74% ²	9.26%	3.36%	2.03%
International/ Global Equity	JNL/Mellon World Index Fund (Mellon Investments Corporation)	0.65%	23.34%	12.50%	8.04%
U.S. Equity	JNL/Mellon Nasdaq[®] 100 Index Fund (Mellon Investments Corporation)	0.64%	54.23%	21.90%	16.44%
U.S. Equity	JNL/Mellon S&P 500 Index Fund (Mellon Investments Corporation)	0.52%	25.67%	15.11%	11.46%
U.S. Equity	JNL/Mellon S&P 400 MidCap Index Fund³ (Investment Sub-Adviser to the Master Fund: Mellon Investments Corporation)	0.56% ²	15.81%	12.02%	8.70%
U.S. Equity	JNL/Mellon Small Cap Index Fund³ (Investment Sub-Adviser to the Master Fund: Mellon Investments Corporation)	0.56% ²	15.57%	10.48%	7.83%
International/ Global Equity	JNL/Mellon International Index Fund³ (Investment Sub-Adviser to the Master Fund: Mellon Investments Corporation)	0.61% ²	17.21%	7.72%	3.87%
Fixed Income	JNL/Mellon Bond Index Fund³ (Investment Sub-Adviser to the Master Fund: Mellon Investments Corporation)	0.58% ²	4.95%	0.51%	1.22%
U.S. Equity	JNL/Mellon U.S. Stock Market Index Fund (Mellon Investments Corporation)	0.61%	25.76%	14.57%	N/A
U.S. Equity	JNL/MFS Mid Cap Value Fund (Massachusetts Financial Services Company (d/b/a MFS Investment Management))	0.95%	12.30%	12.64%	7.79%
U.S. Equity	JNL/Morningstar SMID Moat Focus Index Fund (Mellon Investments Corporation)	0.76%	N/A	N/A	N/A
U.S. Equity	JNL/Morningstar U.S. Sustainability Index Fund (Mellon Investments Corporation)	0.71%	25.91%	15.70%	N/A

Fund Type	Fund and Manager* (and Sub-Adviser, if applicable) *The investment manager for each Fund is Jackson National Asset Management, LLC	Current Expenses	Average Annual Total Returns (as of 12/31/23)		
			1 year	5 year	10 year
U.S. Equity	JNL/Newton Equity Income Fund (Newton Investment Management North America, LLC)	0.88%	10.37%	14.92%	10.49%
Fixed Income	JNL/PIMCO Income Fund (Pacific Investment Management Company LLC)	1.04%	8.51%	2.85%	N/A
Fixed Income	JNL/PIMCO Real Return Fund (Pacific Investment Management Company LLC)	1.06%	3.96%	3.15%	2.17%
Fixed Income	JNL/PPM America High Yield Bond Fund (PPM America, Inc.)	0.76%	12.83%	4.88%	3.49%
Fixed Income	JNL/PPM America Investment Grade Credit Fund (PPM America, Inc.)	0.83%	N/A	N/A	N/A
Fixed Income	JNL/PPM America Total Return Fund (PPM America, Inc.)	0.79%	6.67%	1.84%	2.26%
U.S. Equity	JNL/RAFI[®] Multi-Factor U.S. Equity Fund (Mellon Investments Corporation)	0.67%	12.06%	11.36%	8.15%
Allocation	JNL/T. Rowe Price Balanced Fund (T. Rowe Price Associates, Inc.; Sub-Sub-Advisers: T. Rowe Price Investment Management, Inc.; T. Rowe Price Australia Limited; and T. Rowe Price International Ltd)	0.97% ²	17.39%	8.47%	N/A
Allocation	JNL/T. Rowe Price Capital Appreciation Fund (T. Rowe Price Associates, Inc.; Sub-Sub-Adviser: T. Rowe Price Investment Management, Inc.)	0.98% ²	18.43%	12.37%	10.02%
U.S. Equity	JNL/T. Rowe Price Capital Appreciation Equity Fund (T. Rowe Price Associates, Inc.; Sub-Sub-Adviser: T. Rowe Price Investment Management, Inc.)	1.00% ²	N/A	N/A	N/A
U.S. Equity	JNL/T. Rowe Price Growth Stock Fund (T. Rowe Price Associates, Inc.)	0.83% ²	48.03%	13.25%	11.59%
U.S. Equity	JNL/T. Rowe Price Mid-Cap Growth Fund (T. Rowe Price Associates, Inc.; Sub-Sub-Adviser: T. Rowe Price Investment Management, Inc.)	0.99% ²	19.96%	11.39%	10.25%
Fixed Income	JNL/T. Rowe Price Short-Term Bond Fund (T. Rowe Price Associates, Inc.)	0.71% ²	4.88%	1.51%	1.20%
Fixed Income	JNL/T. Rowe Price U.S. High Yield Fund (T. Rowe Price Associates, Inc.; Sub-Sub-Adviser: T. Rowe Price Investment Management, Inc.)	0.93% ²	13.65%	2.96%	N/A
U.S. Equity	JNL/T. Rowe Price Value Fund (T. Rowe Price Associates, Inc.)	0.87% ²	11.91%	12.27%	8.96%
Allocation	JNL/Vanguard Moderate ETF Allocation Fund (Mellon Investments Corporation)	0.70%	10.06%	5.02%	N/A
Allocation	JNL/Vanguard Moderate Growth ETF Allocation Fund (Mellon Investments Corporation)	0.70%	12.26%	6.91%	N/A
Allocation	JNL/Vanguard Growth ETF Allocation Fund (Mellon Investments Corporation)	0.69%	14.31%	8.76%	N/A
Fixed Income	JNL/Western Asset Global Multi-Sector Bond Fund (Western Asset Management Company, LLC; Sub-Sub-Advisers: Western Asset Management Company Limited and Western Asset Management Company Pte. Ltd.)	0.96%	8.60%	(1.58)%	(0.47)%
International/ Global Equity	JNL/William Blair International Leaders Fund (William Blair Investment Management, LLC)	0.97%	12.90%	5.54%	2.89%

Fund Type	Fund and Manager* (and Sub-Adviser, if applicable) *The investment manager for each Fund is Jackson National Asset Management, LLC	Current Expenses	Average Annual Total Returns (as of 12/31/23)		
			1 year	5 year	10 year
Allocation	JNL/WMC Balanced Fund (Wellington Management Company LLP)	0.71%	13.08%	8.73%	7.13%
U.S. Equity	JNL/WMC Equity Income Fund (Wellington Management Company LLP)	0.88%	6.63%	11.32%	N/A
Sector Equity	JNL/WMC Global Real Estate Fund (Wellington Management Company LLP)	1.03%	9.46%	1.57%	2.67%
U.S. Equity	JNL/WMC Value Fund (Wellington Management Company LLP)	0.78%	9.21%	11.30%	8.00%
Allocation	JNL/JPMorgan Managed Conservative Fund (J.P. Morgan Investment Management Inc.)	1.07%	8.55%	3.04%	2.60%
Allocation	JNL/JPMorgan Managed Moderate Fund (J.P. Morgan Investment Management Inc.)	1.07%	12.19%	5.23%	4.16%
Allocation	JNL/JPMorgan Managed Moderate Growth Fund (J.P. Morgan Investment Management Inc.)	1.08%	16.00%	7.49%	5.65%
Allocation	JNL/JPMorgan Managed Growth Fund (J.P. Morgan Investment Management Inc.)	1.10%	20.04%	9.86%	7.36%
Allocation	JNL/Goldman Sachs Managed Aggressive Growth Fund (J.P. Morgan Investment Management Inc.)	1.12%	22.19%	11.00%	8.12%
Allocation	JNL Conservative Allocation Fund	1.16%	9.28%	3.54%	2.85%
Allocation	JNL Moderate Allocation Fund	1.16%	11.94%	5.69%	4.08%
Allocation	JNL Moderate Growth Allocation Fund	1.17%	13.73%	7.32%	5.38%
Allocation	JNL Growth Allocation Fund	1.17%	16.55%	8.88%	6.22%
Allocation	JNL Aggressive Growth Allocation Fund	1.18%	18.43%	9.96%	6.80%

- 1 Capital Research and Management Company is the investment adviser of the master fund in which this feeder fund invests. Under the master-feeder fund structure, the feeder fund does not buy individual securities directly. Rather, the feeder fund invests all of its investment assets in a corresponding master fund, which invests directly in individual securities.
- 2 The Fund's current expenses reflect temporary fee reductions.
- 3 Mellon Investments Corporation is the investment sub-adviser of the master fund in which this feeder fund invests. Under the master-feeder fund structure, the feeder fund does not buy individual securities directly. Rather, the feeder fund invests all of its investment assets in a corresponding master fund, which invests directly in individual securities.

APPENDIX B

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Morningstar [®] Aggressive Target Risk Index SM	JNL Aggressive Growth Allocation Fund JNL/JPMorgan Managed Aggressive Growth Fund
Morningstar [®] Conservative Target Risk Index SM	JNL Conservative Allocation Fund JNL/JPMorgan Managed Conservative Fund
Morningstar [®] Developed Markets ex-North America Target Market Exposure Index SM	JNL/Causeway International Value Select Fund JNL/JPMorgan Managed Aggressive Growth Fund JNL/JPMorgan Managed Conservative Fund JNL/JPMorgan Managed Growth Fund JNL/JPMorgan Managed Moderate Fund JNL/JPMorgan Managed Moderate Growth Fund JNL/Mellon International Index Fund JNL/T. Rowe Price Balanced Fund
Morningstar [®] Developed Markets ex-North America Value Target Market Exposure Index SM	JNL/Causeway International Value Select Fund
Morningstar [®] Developed Markets ex-US Target Market Exposure Index SM	JNL/DFA International Core Equity Fund
Morningstar [®] Developed Markets Target Market Exposure Index SM	JNL/BlackRock Global Allocation Fund JNL/Harris Oakmark Global Equity Fund JNL/Mellon World Index Fund
Morningstar [®] Emerging Markets Index SM	JNL Multi-Manager Emerging Markets Equity Fund
Morningstar [®] Emerging Markets Target Market Exposure Index SM	JNL/Mellon Emerging Markets Index Fund
Morningstar [®] Global ex-US Small Cap Target Market Exposure Index SM	JNL Multi-Manager International Small Cap Fund
Morningstar [®] Global ex-US Target Market Exposure Index SM	JNL Multi-Manager International Small Cap Fund JNL/American Funds International Fund JNL/Baillie Gifford International Growth Fund JNL/William Blair International Leaders Fund
Morningstar [®] Global Small Cap Target Market Exposure Index SM	JNL/American Funds Global Small Capitalization Fund

Index (collectively, the "Morningstar Indices")	Fund (collectively, the "JNL Funds")
Morningstar® Global Target Market Exposure Index SM	JNL Aggressive Growth Allocation Fund JNL Conservative Allocation Fund JNL Growth Allocation Fund JNL Growth ETF All Allocation Fund JNL Moderate Allocation Fund JNL Moderate ETF Allocation Fund JNL Moderate Growth Allocation Fund JNL Moderate Growth ETF Allocation Fund JNL/AB Sustainable Global Thematic Fund JNL/American Funds Capital Income Builder Fund JNL/American Funds Global Growth Fund JNL/American Funds Global Small Capitalization Fund JNL/American Funds Growth Allocation Fund JNL/American Funds Moderate Allocation Fund JNL/American Funds Moderate Growth Allocation Fund JNL/American Funds New World Fund JNL/BlackRock Global Natural Resources Fund JNL/First Sentier Global Infrastructure Fund JNL/Invesco Global Growth Fund JNL/JPMorgan Global Allocation Fund JNL/JPMorgan Managed Aggressive Growth Fund JNL/JPMorgan Managed Growth Fund JNL/JPMorgan Managed Moderate Growth Fund JNL/Loomis Sayles Global Growth Fund JNL/T. Rowe Price Balanced Fund JNL/Vanguard Growth ETF Allocation Fund JNL/Vanguard Moderate ETF Allocation Fund JNL/Vanguard Moderate Growth ETF Allocation Fund JNL/WMC Global Real Estate Fund
Morningstar® LSTA US Leveraged Loan Index SM	JNL Multi-Manager Floating Rate Income Fund
Morningstar® Moderate Target Risk Index SM	JNL Moderate Growth Allocation Fund JNL Moderate Growth ETF Allocation Fund JNL/American Funds Moderate Growth Allocation Fund JNL/JPMorgan Managed Moderate Growth Fund JNL/T. Rowe Price Balanced Fund JNL/Vanguard Moderate Growth ETF Allocation Fund
Morningstar® Moderately Aggressive Target Risk Index SM	JNL Growth Allocation Fund JNL Growth ETF Allocation Fund JNL/American Funds Growth Allocation Fund JNL/JPMorgan Managed Growth Fund JNL/Vanguard Growth ETF Allocation Fund
Morningstar® Moderately Conservative Target Risk Index SM	JNL Moderate Allocation Fund JNL Moderate ETF Allocation Fund JNL/American Funds Moderate Allocation Fund JNL/JPMorgan Managed Moderate Fund JNL/Vanguard Moderate ETF Allocation Fund
Morningstar® US Large-Mid Cap Index SM	JNL/Morningstar U.S. Sustainability Index Fund
Morningstar® US Large-Mid Cap Broad Growth Index SM	JNL/BlackRock Large Cap Select Growth Fund JNL/ClearBridge Large Cap Growth Fund JNL/T. Rowe Price Growth Stock Fund
Morningstar® US Large-Mid Cap Broad Value Index SM	JNL/Invesco Diversified Dividend Fund JNL/JPMorgan U.S. Value Fund JNL/Newton Equity Income Fund JNL/T. Rowe Price Value Fund JNL/WMC Value Fund
Morningstar® US Market Index SM	JNL/Mellon U.S. Stock Market Index Fund

Index (collectively, the "Morningstar Indices")	Fund (collectively, the "JNL Funds")
Morningstar [®] US Market Extended Index SM	JNL Multi-Manager Mid Cap Fund JNL Multi-Manager Small Cap Growth Fund JNL Multi-Manager Small Cap Value Fund JNL/DFA U.S. Core Equity Fund JNL/DFA U.S. Small Cap Fund JNL/Invesco Small Cap Growth Fund JNL/JPMorgan MidCap Growth Fund JNL/Mellon S&P 400 MidCap Index Fund JNL/Mellon Small Cap Index Fund JNL/Mellon U.S. Stock Market Index Fund JNL/MFS Mid Cap Value Fund JNL/Morningstar SMID Moat Focus Index Fund JNL/RAFI [®] Multi-Factor U.S. Equity Fund JNL/T. Rowe Price Mid-Cap Growth Fund
Morningstar [®] US Mid Cap Broad Growth Index SM	JNL/JPMorgan MidCap Growth Fund JNL/T. Rowe Price Mid-Cap Growth Fund
Morningstar [®] US Mid Cap Broad Value Index SM	JNL/MFS Mid Cap Value Fund
Morningstar [®] US Mid Cap Index SM	JNL Multi-Manager Mid Cap Fund
Morningstar [®] US Small Cap Broad Growth Extended Index SM	JNL Multi-Manager Small Cap Growth Fund JNL/Invesco Small Cap Growth Fund
Morningstar [®] US Small Cap Broad Value Extended Index SM	JNL Multi-Manager Small Cap Value Fund
Morningstar [®] US Small Cap Extended Index SM	JNL/DFA U.S. Small Cap Fund
Morningstar [®] US Small-Mid Cap Index SM	JNL/Morningstar SMID Moat Focus Index Fund
Morningstar [®] US Small-Mid Cap Moat Focus Index SM	JNL/Morningstar SMID Moat Focus Index Fund
Morningstar [®] US Sustainability Index SM	JNL/Morningstar U.S. Sustainability Index Fund
Morningstar [®] US Target Market Exposure Index SM	JNL Multi-Manager U.S. Select Equity Fund JNL/AQR Large Cap Defensive Style Fund JNL/BlackRock Large Cap Select Growth Fund JNL/ClearBridge Large Cap Growth Fund JNL/JPMorgan Nasdaq [®] Hedged Equity Fund JNL/JPMorgan U.S. Value Fund JNL/Mellon DowSM Index Fund JNL/Mellon Nasdaq [®] 100 Index Fund JNL/Morningstar U.S. Sustainability Index Fund JNL/Newton Equity Income Fund JNL/T. Rowe Price Value Fund JNL/WMC Value Fund

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Bloomberg 1-3 Yr Gov/Credit Index	JNL/T. Rowe Price Short-Term Bond Fund
Bloomberg EM USD Aggregate Index	JNL/DoubleLine [®] Emerging Markets Fixed Income Fund JNL/Western Asset Global Multi-Sector Bond Fund
Bloomberg Global Aggregate Index	JNL/American Funds Capital World Bond Fund JNL/DoubleLine [®] Emerging Markets Fixed Income Fund JNL/JPMorgan Global Allocation Fund JNL/Western Asset Global Multi-Sector Bond Fund
Bloomberg U.S. High Yield – 2% Issuer Cap Index	JNL/Western Asset Global Multi-Sector Bond Fund

Index (collectively, the "Bloomberg Indices")	Fund (collectively, the "JNL Funds")
Bloomberg U.S. Aggregate Index	JNL Aggressive Growth Allocation Fund JNL Conservative Allocation Fund JNL Growth Allocation Fund JNL Growth ETF Allocation Fund JNL Moderate Allocation Fund JNL Moderate ETF Allocation Fund JNL Moderate Growth Allocation Fund JNL Moderate Growth ETF Allocation Fund JNL Multi-Manager Alternative Fund JNL Multi-Manager Floating Rate Income Fund JNL/American Funds Balanced Fund JNL/American Funds Bond Fund of America Fund JNL/American Funds Capital Income Builder Fund JNL/American Funds Growth Allocation Fund JNL/American Funds Moderate Allocation Fund JNL/American Funds Moderate Growth Allocation Fund JNL/DoubleLine® Core Fixed Income Fund JNL/DoubleLine® Total Return Fund JNL/Fidelity Institutional Asset Management® Total Bond Fund JNL/JPMorgan Managed Aggressive Growth Fund JNL/JPMorgan Managed Conservative Fund JNL/JPMorgan Managed Growth Fund JNL/JPMorgan Managed Moderate Fund JNL/JPMorgan Managed Moderate Growth Fund JNL/JPMorgan U.S. Government & Quality Bond Fund JNL/Lord Abbett Short Duration Income Fund JNL/Mellon Bond Index Fund JNL/PIMCO Income Fund JNL/PIMCO Real Return Fund JNL/PPM America High Yield Bond Fund JNL/PPM America Investment Grade Credit Fund JNL/PPM America Total Return Fund JNL/T. Rowe Price Balanced Fund JNL/T. Rowe Price Capital Appreciation Fund JNL/T. Rowe Price Short-Term Bond Fund JNL/T. Rowe Price U.S. High Yield Fund JNL/Vanguard Growth ETF Allocation Fund JNL/Vanguard Moderate ETF Allocation Fund JNL/Vanguard Moderate Growth ETF Allocation Fund
Bloomberg U.S. Credit Index	JNL/PPM America Investment Grade Credit Fund
Bloomberg U.S. Government Index	JNL/JPMorgan U.S. Government & Quality Bond Fund
Bloomberg U.S. Treasury: U.S. TIPS Index	JNL/PIMCO Real Return Fund

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APPENDIX C

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Below is a complete list of Selling Firms that received marketing and distribution and/or administrative support in 2023 from the Distributor and/or Jackson of NY or our affiliates in relation to the sale of Jackson and Jackson of NY variable insurance products.

Aegis Capital Corp.	CUSO Financial Services, Inc. & L.P.	Kehrer Bielan Research & Consulting, LLC
Agents Training Seminar, Inc.	CW Securities, LLC	Kestra Financial Services (formerly NFP Securities, Inc.)
AIG Network	D. A. Davidson & Company	Key Investment Services
Alliance Bernstein L.P.	Dempsey Lord Smith, LLC	Kovack Securities, Inc.
Alliance Global Partners	DFPG Investments	Labrunerie Financial Services
American Independent	Dimensional Fund Advisors	Larson Financial Group
Ameriprise	DPL (The Leader's Group)	LaSalle St. Securities, LLC
Ameritas Investment Corp.	Equitable Network (formerly AXA)	Lifemark Securities
APW Capital, Inc.	Equity Services	Lincoln Financial Advisors
Arete Wealth Management, LLC	Fifth Third Securities	Lincoln Financial Securities Corp.
Aria (Retire One)	FIG	Lincoln Investment Planning
Arkadios Capital	Financial & Estate Planning Council	Lion Street Financial, LLC
Arlington Securities, Inc.	Financial Planning Associates	LL Global, Inc.
Ausdal Financial Partners Inc.	Financial Planning Association	LPL Financial Corporation
Avantax (formerly H.D. Vest Investment Securities, Inc.)	Financial Services Institute	M Holdings Securities, Inc.
B Riley Wealth Management	First Allied Securities, Inc.	Madison Ave Securities, Inc.
Baird	First Citizen	Mass Mutual
Bancwest Investment	First Heartland Capital, Inc.	McNally Financial Services
Barnum Foundation for Life	First Horizon (formerly FTB Advisors)	Merrill Lynch
BBVA Investment Solutions	First State Bank	MML Investors Services / MSI Financial Services
BCG Securities, Inc.	First Tennessee Bank	Moloney Securities Co., Inc.
Benjamin Edwards	First Western Securities	Money Concepts Capital Corp.
Berthel Fisher & Co.	Florida Financial Advisors, Inc.	Morgan Stanley Smith Barney, LLC
BOK Financial Advisors	Fortune Financial Services	Mutual Of Omaha
Brokers International Financial Services, LLC	Founders Financial Securities	Mutual Securities, Inc.
Brookstone Capital Management, LLC	FPA	MWA Financial Services, Inc.
Buffalo Chapter SFSP	FPA NorCal Conference, Inc.	NAIFA
Bullfinch Group	Fulton Bank, N.A.	NAPFA
Cabot Lodge	G. W. Sherwood Associates, Inc.	Nationwide Planning Associates
Cadaret Grant & Company	G.A. Repple & Company	Navy Federal Financial Group, LLC
Calton & Associates, Inc.	Geneos Wealth Management, Inc.	New England Association
Cambridge Investment	Glen Eagle Advisors, LLC	New Jersey State Association of Insurance and Finance
Capital Investment Companies	GLP Investment Services, LLC	NewEdge Securities, Inc.
Capital Management, LLC	Goldman Sachs Asset Management	Next Financial Group
Carson Pacific	Gradient Securities	NI Advisors
Cary Street Partners, LLC	Grove Point, LLC (formerly H Beck, Inc.)	OneAmerica Securities, Inc.
Centaurus Financial	GWN Securities, Inc.	Oppenheimer & Co., Inc.
Century Securities Associates, Inc.	Halo	Osaic (formerly Advisor Group)
Cetera Advisor Networks, LLC	Hantz	Packerland Brokerage Services
Cetera Advisors, LLC	Harbour Investment	Park Avenue Securities
Cetera Financial Specialists	Hightower Securities, LLC	Parkland Securities, LLC
Cetera Investment Services, LLC	Hilltop Securities, Inc.	Parsonex Securities, Inc.
CFD Investments, Inc.	Honkamp Krueger Financial Services, Inc.	Peak Brokerage Services
CitiGroup Global Markets, Inc.	Hornor Townsend & Kent, Inc.	Peak Reps
Citizens Securities	Huntington Investment Company	Pinnacle Group
Commonwealth Financial Network	IBN Financial	PlanMember Securities Corp.
Concourse Financial	Independent Financial Group	PNC Investments, LLC
Coordinated Capital Securities	International Assets Advisory	Principal Securities
CoreCap Investments, LLC	Investment Center	Private Client Services, LLC
Country Capital	J W Cole Financial, Inc.	Producer's Choice
Cramer	Janney, Montgomery Scott, LLC	Prospera Financial Services, Inc.
CreativeOne Securities, LLC	KCD Financial, Inc.	Pruco Securities
Crown Capital Securities L.P.		
CUNA Brokerage Services		

Prudential Insurance Company
Purshe Kaplan Sterling
Raymond James & Associates, Inc.
RBC Capital Markets Corporation
Robert W Baird & Co., Inc.
Rogan and Associates
SA Stone
Saltzman
Sanctuary Securities, Inc.
Santander Securities, LLC
Saxony Securities, Inc.
SCF Securities
Schwab/TD Ameritrade
Securian Financial Services, Inc.
Sigma Financial Corporation
Silver Oak Securities
Sorrento Pacific Financial
Sowell Financial
Spire Securities
State Farm
Steward Partners Investment
Solutions, LLC
Stifel Nicolaus & Co., Inc.
Strategic Financial Alliance
Symphonic Securities, LLC
Syndicated Capital, Inc.
Synovus Securities
Tandem Securities, Inc.
Teckmeyer Financial Services, LLC
TFS Securities, Inc.
The Huntington Investment Company
The Investment Center
The Money Management Institute
The O.N. Equity Sales Company
Titleist Asset Management, Ltd.
Transamerica Financial Services, Inc.
Trinity Wealth Securities, LLC
Truist Investment Services, Inc.
UBS Financial Services, Inc.
UnionBanc Investment Services, LLC
United Planners Financial
US Bancorp Investments, Inc.
USA Financial Securities Corp.
ValMark Securities, Inc.
Vanderbilt Securities
Veritas Independent Partners
Voya Financial Advisors
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Wescom Financial Services
Western International Securities
Westminster Financial
Wintrust Investments, LLC
World Equity Group
Worth Financial Group, Inc.
XY Planning Network, Inc.

APPENDIX D

GMWB PROSPECTUS EXAMPLES

I. FLEX GMWB

Unless otherwise specified, the following examples apply to and assume you elected Flex GMWB (referred to as LifeGuard Freedom Flex GMWB prior to August 28, 2023, and referred to below as a GMWB) when you purchased your Contract, no other optional benefits, your initial Premium payment net of any applicable taxes was \$100,000, your GAWA is greater than your RMD (if applicable) at the time a withdrawal is requested, all partial withdrawals requested include any applicable charges and no prior partial withdrawals have been made. The examples assume that your age when the GAWA% is first determined corresponds to a GAWA% of 5%, the GMWB elected has a bonus percentage of 6%, and the GMWB and any For Life Guarantee have not been terminated. If your age at the time the GAWA% is first determined corresponds to a GAWA% other than 5%, the examples will still apply, given that you replace the 5% in each of the GAWA calculations with the appropriate GAWA%. If you elected a GMWB with a bonus percentage other than 6%, the examples will still apply if you replace the 6% in each of the bonus calculations with the appropriate bonus percentage for the GMWB you elected and replace the 190% GWB Adjustment in each of the GWB adjustment calculations with the appropriate GWB adjustment percentage for the GMWB you elected. References to the GMWB Death Benefit refer to a death benefit provided by certain GMWB endorsements, but not to any separate death benefit endorsement.

Example 1: This example demonstrates how GMWB values are set at election.

- Your initial GWB is \$100,000, which is your initial Premium payment, net of any applicable taxes.
- Your GAWA is \$5,000, which is 5% of your initial GWB ($\$100,000 * 0.05 = \$5,000$).
- Notes:
 - ♦ Your initial Bonus Base is set equal to your GWB.
 - ♦ Your initial GWB Adjustment is set equal to 190% times your initial GWB.
 - ♦ If your endorsement includes a GMWB Death Benefit provision, your initial GMWB Death Benefit is set equal to your initial GWB.

Example 2: This example demonstrates how your GAWA% is determined. Your GAWA% is determined on the earlier of the date you elect to opt out of GMWB charge increases, the time of your first withdrawal, the date that your Contract Value reduces to zero, the date that the GMWB is continued by a spousal Beneficiary who is not a Covered Life, or upon election of a GMWB Income Option. Your GAWA% is set based upon your attained age at that time. Your initial GAWA is determined based on this GAWA% and the GWB at that time.

- If, at the time the GAWA% is determined, your GAWA% is 5% based on your attained age and your GWB is \$100,000, your initial GAWA is \$5,000, which is your GAWA% multiplied by your GWB at that time ($\$100,000 * 0.05 = \$5,000$).

Example 3: This example demonstrates how upon payment of a subsequent Premium, GMWB values may be re-determined.

- Example 3a: This example demonstrates what happens if you make an additional Premium payment, net of applicable taxes, of \$50,000, and your GWB is \$100,000 at the time of payment:
 - ♦ Your new GWB is \$150,000, which is your GWB prior to the additional Premium payment (\$100,000) plus your additional Premium payment, net of any applicable taxes (\$50,000). Your GWB is subject to a maximum of \$10,000,000 (see Example 4b).
 - ♦ Your GAWA is \$7,500, which is your GAWA prior to the additional Premium payment (\$5,000) plus 5% of your additional Premium payment, net of any applicable taxes ($\$50,000 * 0.05 = \$2,500$).
- Example 3b: This example demonstrates how GWB and GAWA are affected by the GWB \$10,000,000 maximum, upon payment of a subsequent Premium. If you make an additional Premium payment, net of any applicable taxes, of \$100,000 and your GWB is \$9,950,000 and your GAWA is \$497,500 at the time of payment:
 - ♦ Your new GWB is \$10,000,000, which is the maximum, since your GWB prior to the additional Premium payment (\$9,950,000) plus your additional Premium payment, net of any applicable taxes (\$100,000) exceeds the maximum of \$10,000,000.
 - ♦ Your GAWA is \$500,000, which is your GAWA prior to the additional Premium payment (\$497,500) plus 5% of the allowable \$50,000 increase in your GWB ($(\$10,000,000 - \$9,950,000) * 0.05 = \$2,500$).

- Notes:
 - ♦ Your GAWA is recalculated upon payment of an additional Premium (as described above) only if such payment occurs after your GAWA% has been determined.
 - ♦ Your Bonus Base is increased by the Premium payment, net of any applicable taxes, subject to a maximum of \$10,000,000.
 - ♦ If the Premium payment occurs prior to the first Contract Anniversary, your GWB Adjustment is increased by the Premium payment, net of any applicable taxes, times 190%, subject to a maximum of \$10,000,000. For example, if, as in Example 3a, you make an additional Premium payment, net of any applicable taxes, of \$50,000 prior to your first Contract Anniversary, and your GWB Adjustment value before the additional Premium payment is \$190,000, then the GWB Adjustment is increased by 190% of the additional Premium payment, net of any applicable taxes. The resulting GWB Adjustment is $\$190,000 + \$95,000 = \$285,000$.
 - ♦ If the Premium payment occurs on or after the first Contract Anniversary, your GWB Adjustment is increased by the Premium payment, net of any applicable taxes, subject to a maximum of \$10,000,000. For example, if you make an additional Premium payment, net of any applicable taxes, of \$50,000 **after** your first Contract Anniversary, and your GWB Adjustment value before the additional Premium payment is \$190,000, then the GWB Adjustment is increased by 100% of the additional Premium payment, net of any applicable taxes. The resulting GWB Adjustment is $\$190,000 + \$50,000 = \$240,000$.
 - ♦ If your endorsement includes a GMWB Death Benefit provision, your GMWB Death Benefit is increased by the Premium payment, net of any applicable taxes, subject to a maximum of \$10,000,000.

Example 4: This example demonstrates how GMWB values are re-determined upon withdrawal of the guaranteed amount (which is your GAWA, or for certain tax-qualified Contracts only, the RMD (if greater than the GAWA)).

- Example 4a: This example demonstrates what happens if you withdraw an amount equal to your GAWA (\$5,000) when your GWB is \$100,000:
 - ♦ Your new GWB is \$95,000, which is your GWB prior to the withdrawal (\$100,000) less the amount of the withdrawal (\$5,000).
 - ♦ Your GAWA for the next year remains \$5,000, since you did not withdraw an amount that exceeds your GAWA.
 - ♦ If you continued to take annual withdrawals equal to your GAWA, it would take an additional 19 years to deplete your GWB ($\$95,000 / \$5,000$ per year = 19 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if the For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the death of any Owner or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 19 years, provided that the withdrawals are taken prior to the Latest Income Date.
- Example 4b: This example demonstrates what happens if you withdraw an amount equal to your RMD (\$7,500), which is greater than your GAWA (\$5,000) when your GWB is \$100,000 and the RMD provision is in effect for your endorsement:
 - ♦ Your new GWB is \$92,500, which is your GWB prior to the withdrawal (\$100,000) less the amount of the withdrawal (\$7,500).
 - ♦ Your GAWA for the next year remains \$5,000, since your withdrawal did not exceed the greater of your GAWA (\$5,000) or your RMD (\$7,500).
 - ♦ If you continued to take annual withdrawals equal to your initial and unchanged RMD (\$7,500), it would take approximately an additional 12 years to deplete your GWB ($\$92,500 / \$7,500$ per year = approximately 12 years), provided that there are no further adjustments made to your GWB or your RMD (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if the For Life Guarantee is in effect, withdrawals equal to your RMD could continue for the rest of your life (or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 12 years, provided that the withdrawals are taken prior to the Latest Income Date.
- Notes:
 - ♦ Your Bonus Base remains unchanged since the withdrawal did not exceed the guaranteed amount; however, no Bonus will be applied to your GWB at the end of the Contract Year in which the withdrawal is taken.
 - ♦ Your GWB Adjustment provision is terminated since a withdrawal is taken.
 - ♦ If your endorsement includes a GMWB Death Benefit provision, your GMWB Death Benefit will not be reduced since the withdrawal did not exceed the greater of the GAWA or the RMD.
 - ♦ If the For Life Guarantee is not in effect, and if your GWB falls below your GAWA at the end of your Contract Year, your GAWA will be adjusted to equal your GWB.
 - ♦ Withdrawals taken in connection with a GMWB are considered the same as any other withdrawal for the purpose of determining all other values under the Contract.

Example 5: This example demonstrates how GMWB values are re-determined upon withdrawal of an amount that exceeds your guaranteed amount (as defined in Example 4).

- Example 5a: This example demonstrates what happens if you withdraw an amount (\$10,000) that exceeds your GAWA (\$5,000) when your Contract Value is \$130,000 and your GWB is \$100,000:
 - ♦ Your new GWB is \$91,200, which is your GWB, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see below), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal $[(\$100,000 - \$5,000) * (1 - (\$10,000 - \$5,000) / (\$130,000 - \$5,000))] = \$91,200$.
 - ♦ Your GAWA is recalculated to equal \$4,800, which is your current GAWA reduced in the same proportion that the Contract Value is reduced for the portion of the withdrawal that is in excess of the GAWA $[\$5,000 * (1 - (\$10,000 - \$5,000) / (\$130,000 - \$5,000))] = \$4,800$. If you continued to take annual withdrawals equal to your GAWA, it would take an additional 19 years to deplete your GWB ($\$91,200 / \$4,800$ per year = 19 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if your For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 19 years, provided that the withdrawals are taken prior to the Latest Income Date.

- Example 5b: This example demonstrates what happens if you withdraw an amount (\$10,000) that exceeds your GAWA (\$5,000) when your Contract Value is \$105,000 and your GWB is \$100,000:
 - ♦ Your new GWB is \$90,250, which is your GWB, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see below), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal $[(\$100,000 - \$5,000) * (1 - (\$10,000 - \$5,000) / (\$105,000 - \$5,000))] = \$90,250$.
 - ♦ Your GAWA is recalculated to equal \$4,750, which is your current GAWA reduced in the same proportion that the Contract Value is reduced for the portion of the withdrawal that is in excess of the GAWA $[\$5,000 * (1 - (\$10,000 - \$5,000) / (\$105,000 - \$5,000))] = \$4,750$. If you continued to take annual withdrawals equal to your GAWA, it would take an additional 19 years to deplete your GWB ($\$90,250 / \$4,750$ per year = 19 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if your For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 19 years, provided that the withdrawals are taken prior to the Latest Income Date.

- Example 5c: This example demonstrates what happens if you withdraw an amount (\$10,000) that exceeds your GAWA (\$5,000) when your Contract Value is \$55,000 and your GWB is \$100,000:
 - ♦ Your new GWB is \$85,500, which is your GWB, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see below), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal $[(\$100,000 - \$5,000) * (1 - (\$10,000 - \$5,000) / (\$55,000 - \$5,000))] = \$85,500$.
 - ♦ Your GAWA is recalculated to equal \$4,500, which is your current GAWA reduced in the same proportion that the Contract Value is reduced for the portion of the withdrawal that is in excess of the GAWA $[\$5,000 * (1 - (\$10,000 - \$5,000) / (\$55,000 - \$5,000))] = \$4,500$. If you continued to take annual withdrawals equal to your GAWA, it would take an additional 19 years to deplete your GWB ($\$85,500 / \$4,500$ per year = 19 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if your For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 19 years, provided that the withdrawals are taken prior to the Latest Income Date.

- Notes:
 - ♦ Your Bonus Base is recalculated to equal the lesser of 1) your Bonus Base prior to the withdrawal or 2) your GWB following the withdrawal. In addition, no Bonus will be applied to your GWB at the end of the Contract Year in which the withdrawal is taken.
 - ♦ Your GWB Adjustment provision is terminated since a withdrawal is taken.
 - ♦ If your endorsement includes a GMWB Death Benefit provision, your GMWB Death Benefit will be reduced in the same proportion that the Contract Value is reduced for the amount of the withdrawal in excess of the GAWA.

- ♦ If the For Life Guarantee is not in effect, and if your GWB falls below your GAWA at the end of your Contract Year, your GAWA will be adjusted to equal your GWB.
- ♦ The Excess Withdrawal is defined to be the lesser of the total amount of the current partial withdrawal, or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, as applicable.
- ♦ Withdrawals taken in connection with a GMWB are considered the same as any other withdrawal for the purpose of determining all other values under the Contract. In the case where your minimum death benefit is reduced proportionately for withdrawals, your death benefit may be reduced by more than the amount of the withdrawal.

Example 6: This example illustrates how GMWB values are re-determined upon automatic step-up.

- Example 6a: This example demonstrates what happens if at the time of step-up your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable) is \$200,000, your GWB is \$90,000, and your GAWA is \$5,000:
 - ♦ Your new GWB is recalculated to equal \$200,000, which is equal to your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable).
 - ♦ If your Bonus Base is \$100,000 just prior to the step-up, your Bonus Base is recalculated to equal \$200,000, which is the greater of 1) your Bonus Base prior to the step-up (\$100,000) or 2) your GWB following the step-up (\$200,000).
 - If you have not passed your Contract Anniversary immediately following your 80th birthday (or the youngest Covered Life's 80th birthday if your endorsement is a For Life GMWB with Joint Option), your Bonus Period will re-start since your Bonus Base has been increased due to the step-up.

- Example 6b: This example demonstrates what happens if at the time of step-up your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable) is \$90,000, your GWB is \$80,000, and your GAWA is \$5,000:
 - ♦ Your new GWB is recalculated to equal \$90,000, which is equal to your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable).
 - ♦ Your GAWA for the next year remains \$5,000, which is the greater of 1) your GAWA prior to the step-up (\$5,000) or 2) 5% of your new GWB ($\$90,000 * 0.05 = \$4,500$).
 - After step-up, if you continued to take annual withdrawals equal to your GAWA, it would take an additional 18 years to deplete your GWB ($\$90,000 / \$5,000$ per year = 18 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if the For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 18 years, provided that the withdrawals are taken prior to the Latest Income Date.
 - ♦ If your Bonus Base is \$100,000 just prior to the step-up, your Bonus Base remains \$100,000, which is the greater of 1) your Bonus Base prior to the step-up (\$100,000) or 2) your GWB following the step-up (\$90,000).
 - Though this endorsement allows for the Bonus Period to re-start, your Bonus Period will not re-start since your Bonus Base has not been increased due to the step-up.

- Notes:
 - ♦ Your GWB will only step-up to the Contract Value if the Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable) is greater than your GWB at the time of the automatic step-up.
 - ♦ Your Bonus Base will be re-determined only if your GWB is increased upon step-up to a value above your Bonus Base just prior to the step-up.
 - ♦ Your GAWA is recalculated upon step-up (as described above) only if the step-up occurs after your GAWA% has been determined.
 - ♦ Your GWB Adjustment remains unchanged since step-ups do not impact the GWB Adjustment.
 - ♦ If your endorsement contains a GMWB Death Benefit provision, your GMWB Death Benefit remains unchanged since step-ups do not impact the GMWB Death Benefit.
 - ♦ If your endorsement bases Step-Ups on the highest quarterly Contract Value, the highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the Step-Up is determined. The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable taxes, adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

- All adjustments are made on the date of the transaction. The quarterly adjusted Contract Value is first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (as defined in example 5), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal.

Example 7: This example demonstrates how the timing of a withdrawal request interacts with the timing of the step-up provision to impact re-determination of GMWB values.

- Example 7a: This example demonstrates what happens if prior to any transactions your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable) is \$200,000, your GAWA is \$5,000, your GWB is \$100,000, your GWB is due to step-up automatically, and you also wish to take a withdrawal of an amount equal to \$5,000:
 - ♦ If you request the withdrawal the day after the step-up, upon step-up, your GWB is set equal to \$200,000, which is your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable). At that time, your GAWA is equal to \$10,000, which is 5% of your new GWB ($\$200,000 * 0.05 = \$10,000$). On the day following the step-up and after the withdrawal of \$5,000, your new GWB is \$195,000, which is your GWB less the amount of the withdrawal ($\$200,000 - \$5,000 = \$195,000$) and your GAWA will remain at \$10,000 since the amount of the withdrawal does not exceed your GAWA. If you continued to take annual withdrawals equal to your GAWA, it would take approximately an additional 20 years to deplete your GWB ($\$195,000 / \$10,000$ per year = approximately 20 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if the For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 20 years, provided that the withdrawals are taken prior to the Latest Income Date.
 - If your Bonus Base is \$100,000 just prior to the step-up, at the time of step-up, your Bonus Base is recalculated and is equal to \$200,000, which is the greater of 1) your Bonus Base prior to the step-up (\$100,000) or 2) your GWB following the step-up (\$200,000). Your Bonus Base is not adjusted upon withdrawal since the amount of the withdrawal does not exceed your GAWA.
 - If you have not passed the Contract Anniversary immediately following your 80th birthday (or the youngest Covered Life's 80th birthday if your endorsement is a For Life GMWB with Joint Option), your Bonus Period will re-start since your Bonus Base has been increased due to the step-up.
 - ♦ If you request the withdrawal prior to the step-up, immediately following the withdrawal transaction, your new GWB is \$95,000, which is your GWB less the amount of the withdrawal ($\$100,000 - \$5,000 = \$95,000$) and your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable) becomes \$195,000, which is your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable) prior to the withdrawal less the amount of the withdrawal ($\$200,000 - \$5,000 = \$195,000$). Upon step-up following the withdrawal, your GWB is set equal to \$195,000, which is your Contract Value (as determined based on either the Contract Anniversary Value or the Highest Quarterly Contract Value, as applicable). At that time, your GAWA is recalculated and is equal to \$9,750, which is the greater of 1) your GAWA prior to the step-up (\$5,000) or 2) 5% of your new GWB ($\$195,000 * 0.05 = \$9,750$). If you continued to take annual withdrawals equal to your GAWA, it would take an additional 20 years to deplete your GWB ($\$195,000 / \$9,750$ per year = 20 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if the For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 20 years, provided that the withdrawals are taken prior to the Latest Income Date.
 - If your Bonus Base is \$100,000 just prior to the withdrawal, then at the time of the withdrawal, your Bonus Base is not adjusted since the amount of the withdrawal does not exceed your GAWA. At the time of step-up, your Bonus Base is recalculated and is equal to \$195,000, which is the greater of 1) your Bonus Base prior to the step-up (\$100,000) or 2) your GWB following the step-up (\$195,000).
 - If you have not passed the Contract Anniversary immediately following your 80th birthday (or the youngest Covered Life's 80th birthday if your endorsement is a For Life GMWB with Joint Option), your Bonus Period will re-start since your Bonus Base has been increased due to the step-up.
- Notes:
 - ♦ As the example illustrates, when considering a request for a withdrawal at or near the same time as application of a step-up, the order of the two transactions may impact your GAWA.

- If the step-up would result in an increase in your GAWA and the requested withdrawal is less than or equal to your new GAWA, your GAWA resulting after the two transactions would be greater if the withdrawal is requested after the step-up is applied.
- If the step-up would result in an increase in your GAWA, and the withdrawal requested is greater than your new GAWA, your GAWA resulting after the two transactions would be greater if the withdrawal is requested after the step-up is applied.
- Otherwise, your GAWA resulting from the transactions is the same regardless of the order of transactions.
- ◆ This example would also apply in situations when the withdrawal exceeded your GAWA but not your permissible RMD.
- ◆ Your Bonus Base will be re-determined only if your GWB is increased upon step-up to a value above your Bonus Base just prior to the step-up.
- ◆ The GAWA% is determined at the time of the withdrawal (if not previously determined).
- ◆ Your GWB Adjustment provision is terminated at the time of the withdrawal.
- ◆ If your endorsement contains a GMWB Death Benefit provision, the GMWB Death Benefit would not be adjusted for the step-up since step-ups do not impact the GMWB Death Benefit, but your GMWB Death Benefit may be reduced for the withdrawal.
- ◆ If the For Life Guarantee is not in effect, and if your GWB falls below your GAWA at the end of your Contract Year, your GAWA will be adjusted to equal your GWB.
- ◆ Withdrawals taken in connection with a GMWB are considered the same as any other withdrawal for the purpose of determining all other values under the Contract. In the case where a minimum death benefit is reduced proportionately for withdrawals, the death benefit may be reduced by more than the amount of the withdrawal.
- ◆ If your endorsement bases Step-Ups on the highest quarterly Contract Value, the highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the Step-Up is determined. The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable taxes, adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.
 - All adjustments are made on the date of the transaction. The quarterly adjusted Contract Value is first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (as defined in example 5), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal.

Example 8: This example illustrates how GMWB values are re-determined upon application of the Bonus applied to your GWB.

- Example 8a: This example demonstrates what happens if at the end of a Contract Year in which you have taken no withdrawals, your GWB is \$100,000, your Bonus Base is \$100,000, and your GAWA is \$5,000:
 - ◆ Your new GWB is recalculated to equal \$106,000, which is equal to your GWB plus 6% of your Bonus Base ($\$100,000 + \$100,000 * 0.06 = \$106,000$).
 - ◆ Your GAWA for the next year is equal \$5,300, which is 5% of your new GWB ($\$106,000 * 0.05 = \$5,300$).
 - ◆ After the application of the Bonus, if you continued to take annual withdrawals equal to your GAWA, it would take an additional 20 years to deplete your GWB ($\$106,000 / \$5,300$ per year = 20 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if the For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), even beyond 20 years, provided that the withdrawals are taken prior to the Latest Income Date.
- Example 8b: This example demonstrates what happens if at the end of a Contract Year in which you have taken no withdrawals, your GWB is \$90,000, your Bonus Base is \$100,000, and your GAWA is \$5,000:
 - ◆ Your new GWB is recalculated to equal \$96,000, which is equal to your GWB plus 6% of your Bonus Base ($\$90,000 + \$100,000 * 0.06 = \$96,000$).
 - ◆ Your GAWA for the next year remains \$5,000, which is the greater of 1) your GAWA prior to the application of the Bonus (\$5,000) or 2) 5% of your new GWB ($\$96,000 * 0.05 = \$4,800$).
 - ◆ After the application of the Bonus, if you continued to take annual withdrawals equal to your GAWA, it would take approximately an additional 20 years to deplete your GWB ($\$96,000 / \$5,000$ per year = approximately 20 years), provided that there are no further adjustments made to your GWB or your GAWA (besides the annual reduction of your GWB by the amount of the withdrawal) and that the withdrawals are taken prior to the Latest Income Date. However, if the For Life Guarantee is in effect, withdrawals equal to your GAWA could continue for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your

endorsement is a For Life GMWB with Joint Option), even beyond 20 years, provided that the withdrawals are taken prior to the Latest Income Date.

- Notes:
 - ♦ Your Bonus Base is not recalculated upon the application of the Bonus to your GWB.
 - ♦ Your GAWA is recalculated upon the application of the Bonus (as described above) only if the application of the Bonus occurs after your GAWA% has been determined.
 - ♦ Your GWB Adjustment remains unchanged since the GWB Adjustment is not impacted by the application of the Bonus.
 - ♦ If your endorsement includes a GMWB Death Benefit provision, your GMWB Death Benefit remains unchanged since the GMWB Death Benefit is not impacted by the application of the Bonus.
 - ♦ If the For Life Guarantee is not in effect, and if your GWB falls below your GAWA at the end of your Contract Year, your GAWA will be adjusted to equal your GWB.

Example 9: This example illustrates how the GAWA is re-determined when the For Life Guarantee for the Flex and the Flex with Joint Option becomes effective after the effective date of the endorsement at age 59½. At the time the For Life Guarantee becomes effective, your GAWA is re-determined. (This example only applies if your endorsement is a For Life GMWB that contains a For Life Guarantee that becomes effective after the effective date of the endorsement.)

- Example 9a: This example demonstrates what happens if on the date the For Life Guarantee becomes effective, your Contract Value is \$30,000, your GWB is \$50,000, and your GAWA is \$5,000:
 - ♦ Your GAWA for the next year is recalculated to equal \$2,500, which is equal to 5% of the current GWB ($\$50,000 * 0.05 = \$2,500$).
 - ♦ The For Life Guarantee becomes effective, thus allowing you to make annual withdrawals equal to your GAWA for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), provided that the withdrawals are taken prior to the Latest Income Date. Once the For Life Guarantee becomes effective, it remains in effect until the endorsement is terminated, as described in the Access to Your Money section of this prospectus, or upon continuation of the Contract by the spouse (unless your endorsement is a For Life GMWB with Joint Option and the spouse continuing the Contract is a Covered Life in which case the For Life Guarantee remains in effect upon continuation of the Contract by the spouse).
- Example 9b: This example demonstrates what happens if your Contract Value has fallen to \$0 prior to the date the For Life Guarantee becomes effective, your GWB is \$50,000 and your GAWA is \$5,000:
 - ♦ You will continue to receive automatic payments of a total annual amount that equals your GAWA until your GWB is depleted. However, your GAWA would not be permitted to exceed your remaining GWB. Your GAWA is not recalculated since the Contract Value is \$0.
 - ♦ The For Life Guarantee does not become effective due to the depletion of the Contract Value prior to the effective date of the For Life Guarantee.
- Example 9c: This example demonstrates what happens if on the date the For Life Guarantee becomes effective, your Contract Value is \$50,000, your GWB is \$0, and your GAWA is \$5,000:
 - ♦ Your GAWA for the next year is recalculated to equal \$0, which is equal to 5% of the current GWB ($\$0 * 0.05 = \0).
 - ♦ The For Life Guarantee becomes effective, thus allowing you to make annual withdrawals equal to your GAWA for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), provided that the withdrawals are taken prior to the Latest Income Date. Once the For Life Guarantee becomes effective, it remains in effect until the endorsement is terminated, as described in the Access to Your Money section of this prospectus, or upon continuation of the Contract by the spouse (unless your endorsement is a For Life GMWB with Joint Option and the spouse continuing the Contract is a Covered Life in which case the For Life Guarantee remains in effect upon continuation of the Contract by the spouse).
 - ♦ Although your GAWA is \$0, upon step-up or subsequent Premium payments, your GWB and your GAWA would increase to values greater than \$0 and since the For Life Guarantee has become effective, you could withdraw an annual amount equal to your GAWA for the rest of your life (or in the case of Joint Owners, until the first death of the Joint Owners or until the death of the last surviving Covered Life if your endorsement is a For Life GMWB with Joint Option), provided that the withdrawals are taken prior to the Latest Income Date.

Example 10: This example illustrates how the For Life Guarantee is affected upon death of the Owner on a For Life GMWB with Joint Option.

- This example demonstrates what happens if at the time of the death of the Owner (or either Joint Owner) the Contract Value is \$105,000 and your GWB is \$100,000:
 - ♦ If your endorsement has a For Life Guarantee that becomes effective after the effective date of the endorsement, the surviving Covered Life may continue the Contract and the For Life Guarantee will remain in effect or begin on the date the For Life Guarantee becomes effective. The GAWA% and the GAWA will continue to be determined or re-determined based on the youngest Covered Life's attained age (or the age he or she would have attained). Once the For Life Guarantee becomes effective, the surviving Covered Life will be able to take annual withdrawals equal to the GAWA for the rest of his or her life, provided that the withdrawals are taken prior to the Latest Income Date.
 - ♦ If your endorsement has a For Life Guarantee that becomes effective on the effective date of the endorsement, the surviving Covered Life may continue the Contract and the For Life Guarantee will remain in effect. The GAWA% and the GAWA will continue to be determined or re-determined based on the youngest Covered Life's attained age (or the age he or she would have attained). The surviving Covered Life will be able to take annual withdrawals equal to the GAWA for the rest of his or her life, provided that the withdrawals are taken prior to the Latest Income Date.
 - ♦ The surviving spouse who is not a Covered Life may continue the Contract and the For Life Guarantee is null and void. However, the surviving spouse will be entitled to make withdrawals until the GWB is exhausted, provided that the withdrawals are taken prior to the Latest Income Date.
 - ♦ Your GWB remains \$100,000 and your GAWA remains unchanged at the time of continuation.
- Notes:
 - ♦ If your endorsement has a For Life Guarantee that becomes effective after the effective date of the endorsement, your reset date is the Contract Anniversary on or immediately following the youngest Covered Life attaining the age of 59½. Your Bonus Base remains unchanged at the time of continuation.

Example 11: This example demonstrates how the GWB is re-determined upon application of the GWB Adjustment.

- Example 11a: This example demonstrates what happens if on the GWB Adjustment Date, your GWB is \$160,000, your GWB Adjustment is \$190,000, and you have taken no withdrawals on or prior to the GWB Adjustment Date:
 - ♦ Your new GWB is recalculated to equal \$190,000, which is the greater of 1) your GWB prior to the application of the GWB Adjustment (\$160,000) or 2) the GWB Adjustment (\$190,000).
- Example 11b: This example demonstrates what happens if on the GWB Adjustment Date, your GWB is \$210,000, your GWB Adjustment is \$190,000, and you have taken no withdrawals on or prior to the GWB Adjustment Date:
 - ♦ Your new GWB is recalculated to equal \$210,000, which is the greater of 1) your GWB prior to the application of the GWB Adjustment (\$210,000) or 2) the GWB Adjustment (\$190,000).
- Notes:
 - ♦ The GWB Adjustment provision is terminated on the GWB Adjustment Date after the GWB Adjustment is applied (if any).
 - ♦ Since you have taken no withdrawals, your GAWA% and GAWA have not yet been determined, thus no adjustment is made to your GAWA.
 - ♦ No adjustment is made to your Bonus Base since the Bonus Base is not impacted by the GWB Adjustment.
 - ♦ If your endorsement includes a GMWB Death Benefit provision, no adjustment is made to your GMWB Death Benefit since the GMWB Death Benefit is not impacted by the GWB Adjustment.

APPENDIX E

GMDB PROSPECTUS EXAMPLES

I. HIGHEST ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT

Unless otherwise specified, the following examples apply to and assume you elected Highest Anniversary Value Guaranteed Minimum Death Benefit (referred to below as a GMDB) when you purchased your Contract, no other add-on benefits were elected, your initial Premium payment net of any applicable taxes was \$100,000, and all partial withdrawals requested include any applicable charges. The death benefit payable under the Contract will be equal to the larger of your current Contract Value or GMDB Benefit Base.

Example 1: This example demonstrates how the GMDB Benefit Base is set at election.

- Your Contract Value is \$100,000, which is your initial Premium.
- Your GMDB Benefit Base is \$100,000, which is your Contract Value.

Example 2: This example demonstrates how upon payment of subsequent Premium, the GMDB Benefit Base may be re-determined.

This example demonstrates what happens if you make an additional Premium payment, net of applicable taxes, of \$10,000 and your GMDB Benefit Base is \$100,000 at the time of payment.

- Your GMDB Benefit Base is \$110,000, which is your GMDB Benefit Base prior to the additional Premium payment plus your additional Premium payment (\$100,000 + \$10,000).

Example 3: This example demonstrates how the GMDB Benefit Base is re-determined upon withdrawal of an amount from the Contract.

- Example 3a: This example demonstrates what happens if you withdraw an amount of \$15,000 when your Contract Value is \$150,000 and your GMDB Benefit Base is \$160,000.
 - Your new GMDB Benefit Base is \$144,000, which is a reduction of 10%, the same proportion that the Contract Value is reduced for the withdrawal ($\$15,000 / \$150,000 = 10\%$), from your GMDB Benefit Base prior to the withdrawal ($\$160,000 * (1-10\%) = \$144,000$).
- Example 3b: This example demonstrates what happens if you withdraw an amount of \$15,000 when your Contract Value is \$150,000 and your GMDB Benefit Base is \$100,000.
 - Your new GMDB Benefit Base is \$90,000, which is a reduction of 10%, the same proportion that the Contract Value is reduced for the withdrawal ($\$15,000 / \$150,000 = 10\%$), from your GMDB Benefit Base prior to the withdrawal ($\$100,000 * (1-10\%) = \$90,000$).

Notes:

- The GMDB Benefit Base is reduced proportionately for withdrawals, so in certain circumstances your death benefit may be reduced by more than the dollar amount of the withdrawal.

Example 4: This example demonstrates how the GMDB Benefit Base is re-determined on the Contract Anniversary

- Example 4a: This example demonstrates what happens if your Contract Value is greater than your GMDB Benefit Base on a Contract Anniversary. Your Contract Value is \$150,000 and your GMDB Benefit Base is \$100,000.
 - Your GMDB Benefit Base is re-determined to \$150,000, which the larger of your Contract Value (\$150,000) or GMDB Benefit Base (\$100,000).
- Example 4b: This example demonstrates what happens if your Contract Value is less than your GMDB Benefit Base on a Contract Anniversary. Your Contract Value is \$150,000 and your GMDB Benefit Base is \$160,000.
 - Your GMDB Benefit Base remains at \$160,000, which the larger of your Contract Value (\$150,000) or GMDB Benefit Base (\$160,000).

Notes:

- Both the Contract Value and the GMDB Benefit Base in the above examples have already been adjusted for any withdrawals or premium payments.
- The Contract Anniversaries in the above scenarios are assumed to occur prior to the oldest Covered Life's 81st birthday.

APPENDIX F

HISTORICAL ADD-ON BENEFIT CHARGES

I. Flex GMWB (previously called LifeGuard Freedom Flex GMWB)

- A. For LifeGuard Freedom Flex GMWBs issued before August 10, 2020, the applicable charges are listed below. For complete information about the charge for this GMWB, please see “For Life Guaranteed Minimum Withdrawal Benefit With Bonus And Step-Up (“Flex GMWB”) Charge.” on page 22.

LifeGuard Freedom Flex GMWB With Income Stream Max GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
5% Bonus and Annual Step-Up to the Highest Quarterly Contract Value	2.64%	1.32%	0.24%
6% Bonus and Annual Step-Up to the Highest Quarterly Contract Value	2.82%	1.41%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

LifeGuard Freedom Flex GMWB With Income Stream Value GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
5% Bonus and Annual Step-Up to the Highest Quarterly Contract Value	1.32%	0.66%	0.12%
6% Bonus and Annual Step-Up to the Highest Quarterly Contract Value	1.56%	0.78%	0.12%
Charge Basis	GWB		
Charge Frequency	Monthly		

- B. For LifeGuard Freedom Flex GMWBs issued August 10, 2020 through March 6, 2022

LifeGuard Freedom Flex GMWB With Income Stream Max GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.88%	1.44%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.53%	0.24%
Bonus III and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.68%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

LifeGuard Freedom Flex GMWB With Income Stream Value GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	1.56%	0.78%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	1.80%	0.90%	0.12%
Bonus III and Annual Step-Up to the Highest Quarterly Contract Value	2.10%	1.05%	0.12%
Charge Basis	GWB		
Charge Frequency	Monthly		

C. For LifeGuard Freedom Flex GMWBs issued March 7, 2022 through August 28, 2022

LifeGuard Freedom Flex GMWB With Income Stream Max GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.88%	1.53%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.62%	0.24%
Bonus III and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.77%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

LifeGuard Freedom Flex GMWB With Income Stream Value GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	1.56%	0.87%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	1.80%	0.99%	0.12%
Bonus III and Annual Step-Up to the Highest Quarterly Contract Value	2.10%	1.14%	0.12%
Charge Basis	GWB		
Charge Frequency	Monthly		

D. For LifeGuard Freedom Flex GMWBs issued August 29, 2022 through October 16, 2022

LifeGuard Freedom Flex GMWB With Income Stream Max GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.88%	1.53%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.62%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

LifeGuard Freedom Flex GMWB With Income Stream Value GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	1.56%	0.87%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	1.80%	0.99%	0.12%
Charge Basis	GWB		
Charge Frequency	Monthly		

E. For LifeGuard Freedom Flex GMWBs issued October 17, 2022 through March 12, 2023

LifeGuard Freedom Flex GMWB With Income Stream Max GAWA% Table			
Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.88%	1.44%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.53%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

LifeGuard Freedom Flex GMWB With Income Stream Value GAWA% Table			
Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	1.56%	0.78%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	1.80%	0.90%	0.12%
Charge Basis	GWB		
Charge Frequency	Monthly		

E. For LifeGuard Freedom Flex GMWBs issued March 13, 2023 through August 27, 2023

LifeGuard Freedom Flex GMWB With Income Stream Max GAWA% Table			
Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.88%	1.23%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.32%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

LifeGuard Freedom Flex GMWB With Income Stream Value GAWA% Table			
Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	1.56%	0.78%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	1.80%	0.90%	0.12%
Charge Basis	GWB		
Charge Frequency	Monthly		

F. For Flex GMWBs issued August 28, 2023 through October 22, 2023

Flex GMWB GAWA% Table			
Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Value	1.26%	0.48%	0.12%
Core	2.76%	1.17%	0.24%
Plus	3.00%	1.32%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

II. Flex With Joint Option GMWB (previously called LifeGuard Freedom Flex With Joint Option GMWB)

- A. For LifeGuard Freedom Flex With Joint Option GMWBs issued before August 10, 2020, the applicable charges are listed below. For complete information about the charge for this GMWB, please see “Joint For Life Guaranteed Minimum Withdrawal Benefit With Bonus And Step-Up (“Flex With Joint Option GMWB”) Charge.” on page 23.

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream
Max GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
5% Bonus and Annual Step-Up to the Highest Quarterly Contract Value	2.82%	1.41%	0.24%
6% Bonus and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.53%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream Value
GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
5% Bonus and Annual Step-Up to the Highest Quarterly Contract Value	1.92%	0.96%	0.12%
6% Bonus and Annual Step-Up to the Highest Quarterly Contract Value	2.16%	1.08%	0.12%
Charge Basis	GWB		
Charge Frequency	Monthly		

- B. For LifeGuard Freedom Flex With Joint Option GMWBs issued August 10, 2020 through April 25, 2021

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream
Max GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.53%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.65%	0.24%
Bonus III and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.80%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream Value
GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.16%	1.08%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	2.40%	1.20%	0.24%
Bonus III and Annual Step-Up to the Highest Quarterly Contract Value	2.70%	1.35%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

C. For LifeGuard Freedom Flex With Joint Option GMWBs issued April 26, 2021 through August 28, 2022

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream
Max GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.53%	0.24%
Bonus III and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.80%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream Value
GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.16%	1.08%	0.12%
Bonus III and Annual Step-Up to the Highest Quarterly Contract Value	2.70%	1.35%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

D. For LifeGuard Freedom Flex With Joint Option GMWBs issued August 29, 2022 through October 16, 2022

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream
Max GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.53%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.65%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream Value
GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.16%	1.08%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	2.40%	1.20%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

E. For LifeGuard Freedom Flex With Joint Option GMWBs issued October 17, 2022 through March 12, 2023

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream
Max GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.44%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.56%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream Value
GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.16%	0.99%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	2.40%	1.11%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

F. For LifeGuard Freedom Flex With Joint Option GMWBs issued March 13, 2023 through August 27, 2023

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream
Max GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	3.00%	1.53%	0.24%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	N/A	N/A	N/A
Charge Basis	GWB		
Charge Frequency	Monthly		

**LifeGuard Freedom Flex With Joint Option GMWB With Income Stream Value
GAWA% Table**

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Bonus I and Annual Step-Up to the Highest Quarterly Contract Value	2.16%	1.08%	0.12%
Bonus II and Annual Step-Up to the Highest Quarterly Contract Value	N/A	N/A	N/A
Charge Basis	GWB		
Charge Frequency	Monthly		

G. For Flex GMWBs issued August 28, 2023 through October 22, 2023

Flex With Joint Option GMWB GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Value	1.86%	0.78%	0.12%
Core	2.76%	1.38%	0.24%
Plus	3.00%	1.53%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

III. Highest Anniversary Value GMDB

No historical charges are available at this time for the Highest Quarterly Anniversary Value GMDB.

IV. Flex DB NY (previously called LifeGuard Freedom Flex DB NY)

- A. If you selected the LifeGuard Freedom Flex DB NY optional death benefit before November 8, 2021, which is only available in conjunction with the purchase of the LifeGuard Freedom Flex GMWB, the applicable charges are listed in the table below. For complete information about the charge for this death benefit, please see “Flex DB NY Charge” on page 24.

	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
With Income Stream Max GAWA% Table	1.02%	0.51%	0.12%
With Income Stream Value GAWA% Table	0.60%	0.30%	0.12%
Charge Basis	GMWB Death Benefit		
Charge Frequency	Monthly		

APPENDIX G

HISTORICAL GAWA PERCENTAGES

I. Flex GMWB (previously called LifeGuard Freedom Flex GMWB)

A. For LifeGuard Freedom Flex GMWBs issued April 27, 2020 through December 13, 2020.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	4.00%	3.00%
65 - 74	5.00%	4.00%
75 - 80	5.50%	4.50%
81+	6.00%	5.00%

B. For LifeGuard Freedom Flex GMWBs issued December 14, 2020 through February 28, 2021.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.75%	3.00%
65 - 74	4.75%	4.00%
75 - 80	5.25%	4.50%
81+	5.75%	5.00%

C. For LifeGuard Freedom Flex GMWBs issued March 1, 2021 through March 6, 2022.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.50%	3.00%
65 - 74	4.75%	4.00%
75 - 80	5.00%	4.50%
81+	5.25%	5.00%

D. For LifeGuard Freedom Flex GMWBs issued March 7, 2022 through March 12, 2023.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.75%	3.25%
65 - 74	5.00%	4.25%
75 - 80	5.25%	4.75%
81+	5.50%	5.25%

E. For LifeGuard Freedom Flex GMWBs issued March 13, 2023 through August 27, 2023.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.75%	3.25%
65 - 69	5.00%	4.25%
70 - 74	5.00%	4.25%
75 - 80	5.25%	4.75%
81+	5.50%	5.25%

F. For Flex GMWBs issued August 28, 2023 through October 22, 2023.

GAWA Percentages			
Ages	Value	Core	Plus
35 - 59	2.75%	3.75%	3.75%
60 - 64	2.75%	3.75%	3.75%
65 - 69	4.00%	5.00%	5.00%
70 - 74	4.00%	5.00%	5.00%
75 - 80	4.25%	5.25%	5.25%
81+	4.50%	5.50%	5.50%

G. For Flex GMWBs issued October 23, 2023 through January 15, 2024.

GAWA Percentages			
Ages	Value	Core	Plus
35 - 59	2.75%	3.75%	3.75%
60 - 64	3.00%	4.00%	4.00%
65 - 69	4.00%	5.00%	5.00%
70 - 74	4.55%	5.60%	5.60%
75 - 79	4.95%	6.05%	6.05%
80 - 84	5.40%	6.60%	6.60%
85 - 89	5.95%	7.30%	7.30%
90 - 94	6.70%	8.20%	8.20%
95+	7.65%	9.35%	9.35%

H. For Flex GMWBs issued January 16, 2024 through June 23, 2024.

GAWA Percentages			
Ages	Value	Core	Plus
35 - 59	3.00%	4.00%	3.75%
60 - 64	3.00%	4.00%	4.00%
65 - 69	4.25%	5.35%	5.00%
70 - 74	4.55%	5.75%	5.60%
75 - 79	4.95%	6.25%	6.05%
80 - 84	5.40%	6.85%	6.60%
85 - 89	5.95%	7.55%	7.30%
90 - 94	6.70%	8.50%	8.20%
95+	7.65%	9.70%	9.35%

II. Flex with Joint Option GMWB (previously called LifeGuard Freedom Flex With Joint Option GMWB)

A. For LifeGuard Freedom Flex with Joint Option GMWBs issued April 27, 2020 through December 13, 2020.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.50%	3.00%
65 - 74	4.50%	4.00%
75 - 80	5.00%	4.50%
81+	5.50%	5.00%

- B. For LifeGuard Freedom Flex with Joint Option GMWBs issued December 14, 2020 through February 28, 2021.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.25%	3.00%
65 - 74	4.25%	4.00%
75 - 80	4.75%	4.50%
81+	5.25%	5.00%

- C. For LifeGuard Freedom Flex with Joint Option GMWBs issued March 1, 2021 through March 6, 2022.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.00%	2.50%
65 - 74	4.00%	3.50%
75 - 80	4.50%	4.00%
81+	5.00%	4.50%

- D. For LifeGuard Freedom Flex with Joint Option GMWBs issued March 7, 2022 through August 28, 2022.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.25%	2.75%
65 - 74	4.25%	3.75%
75 - 80	4.75%	4.25%
81+	5.25%	4.75%

- E. For LifeGuard Freedom Flex with Joint Option GMWBs issued August 29, 2022 through March 12, 2023.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.40%	2.90%
65 - 74	4.40%	3.90%
75 - 80	4.90%	4.40%
81+	5.40%	4.90%

- F. For LifeGuard Freedom Flex with Joint Option GMWBs issued March 13, 2023 through August 27, 2023.

GAWA Percentages		
Ages	Income Stream Max GAWA% Table	Income Stream Value GAWA% Table
35 - 64	3.75%	3.25%
65 - 69	4.70%	4.25%
70 - 74	5.00%	4.25%
75 - 80	5.25%	4.75%
81+	5.50%	5.25%

G. For Flex with Joint Option GMWBs issued August 28, 2023 through October 22, 2023.

GAWA Percentages			
Ages	Value	Core	Plus
35 - 59	2.75%	3.75%	3.75%
60 - 64	2.75%	3.75%	3.75%
65 - 69	4.00%	5.00%	4.70%
70 - 74	4.00%	5.00%	5.00%
75 - 80	4.25%	5.25%	5.25%
81+	4.50%	5.50%	5.50%

APPENDIX H

HISTORICAL GWB ADJUSTMENT PERCENTAGES

I. Flex GMWB (previously called LifeGuard Freedom Flex GMWB)

- A. For GMWBs issued between April 27, 2020 and August 9, 2020, the GWB Adjustment percentage is 200%.
- B. For GMWBs issued between August 10, 2020 and February 28, 2021, the GWB Adjustment is 170% when the Bonus I option is elected, 180% when the Bonus II option is elected, and 190% when the Bonus III option is elected.

II. Flex With Joint Option GMWB (previously called LifeGuard Freedom Flex With Joint Option GMWB)

- A. For GMWBs issued between April 27, 2020 and August 9, 2020, the GWB Adjustment percentage is 200%.
- B. For GMWBs issues between August 10, 2020 and February 28, 2021, the GWB Adjustment is 170% when the Bonus I option is elected, 180% when the Bonus II option is elected, and 190% when the Bonus III option is elected.

APPENDIX I

HISTORICAL GMWB BONUS PERCENTAGES

I. Flex GMWB (previously called LifeGuard Freedom Flex GMWB)

- A. For GMWBs issued between April 27, 2020 and August 9, 2020, the GWB Bonus percentage options are 5% for Bonus I and 6% for Bonus III.
- B. For GMWBs issued between August 10, 2020 and August 28, 2022, the GWB Bonus percentage options are 4% for Bonus I, 5% for Bonus II, and 6% for Bonus III.
- C. For GMWBs issued between August 29, 2022 and August 27, 2023, the GWB Bonus percentage options are 5% for Bonus I and 6% for Bonus II.
- D. For GMWBs issued between August 28, 2023 and October 22, 2023, the GWB Bonus percentage options are 4% for Value, 5% for Core and 6% for Plus.

II. Flex with Joint Option GMWB (previously called LifeGuard Freedom Flex With Joint Option GMWB)

- A. For GMWBs issued between April 27, 2020 and August 9, 2020, the GWB Bonus percentage options are 5% for Bonus I and 6% for Bonus III.
- B. For GMWBs issued between August 10, 2020 and April 25, 2021, the GWB Bonus percentage options are 4% for Bonus I, 5% for Bonus II, and 6% for Bonus III.
- C. For GMWBs issued between April 26, 2021 and August 28, 2022, the GWB Bonus percentage options are 4% for Bonus I and 6% for Bonus II.
- D. For GMWBs issued between August 28, 2023 and October 22, 2023, the GWB Bonus percentage options are 5% for Value, 5% for Core and 5% for Plus.

III. Flex DB NY (previously called LifeGuard Freedom Flex DB NY)

- A. For GMWBs issued between April 27, 2020 and August 9, 2020 the Bonus option requirement for election of the LifeGuard Freedom Flex DB NY was 6%.
- B. For GMWBs issued between August 10, 2020 and August 28, 2022 the Bonus option requirement for election of the LifeGuard Freedom Flex DB NY was 5%.
- C. For GMWBs issued between August 28, 2023 and October 22, 2023, the GWB Bonus percentage options are 5% for Value and 6% for Core.

APPENDIX J

HISTORICAL BENEFIT DESCRIPTIONS FOR FLEX GMWB AND FLEX WITH JOINT OPTION GMWB

Below are the historical benefit descriptions for the Flex GMWB and Flex With Joint Option GMWB add-on benefits applicable to elections made prior to August 28, 2023. **Please note:** Prior to August 28, 2023, these add-on benefits were marketed as “LifeGuard Freedom Flex GMWB” and “LifeGuard Freedom Flex with Joint Option GMWB,” respectively. The disclosures in this appendix refer to the add-on benefits using the historical marketing names applicable at the time of election.

Guaranteed Minimum Withdrawal Benefits for a Single Life or two Covered Lives with Combinations of Optional Bonus Percentage Amounts, and Guaranteed Death Benefit (“LifeGuard Freedom Flex GMWB” and “LifeGuard Freedom Flex with Joint Option GMWB”).

These are Guaranteed Minimum Withdrawal Benefits (GMWBs) that guarantee the withdrawal of minimum annual amounts for life, regardless of the performance of the underlying investment options. The amount of withdrawals that you can make will depend on how you combine the optional features under these GMWBs, but we guarantee the minimum annual withdrawal amount.

LifeGuard Freedom Flex with Joint Option GMWB provides for coverage for the life of the Owner and Owner’s spouse (“Covered Lives”). In the case of tax-qualified Contracts owned by a natural person, the Owner and the primary spousal Beneficiary named as of the effective date of this add-on benefit will each be considered a Covered Life. On non-qualified LifeGuard Freedom Flex with Joint Option GMWB Contracts owned by natural persons, the spousal joint Owners will each be considered a Covered Life.

These GMWBs include a step-up to highest quarterly contract value feature, and permit, prior to being added to the Contract, a selection of bonus percentage amounts. The LifeGuard Freedom Flex Death Benefit is only available in conjunction with the purchase of the Bonus II option within the LifeGuard Freedom Flex GMWB (the “LifeGuard Freedom Flex GMWB with Bonus II Option”). At the time you purchased your Contract, different Bonus option requirements may have been in place for election of the LifeGuard Freedom Flex DB NY. Please see “Appendix I (Historical GMWB Bonus Percentages)” for more information.

These GMWBs allow the Owner (or the Owner and the Owner’s spouse), with the assistance of his or her financial professional, to select an available combination of Options, consistent with a variety of considerations, such as: his or her expectations of market performance; anticipated timing of subsequent Premiums; needs for future guaranteed annual percentage of withdrawals; expectation of need for early or unscheduled withdrawals to fund then current living expenses and obligations; marital and family status; and tax-qualified or non-tax-qualified purpose of the investment.

References to “this GMWB” apply to each of the GMWBs, LifeGuard Freedom Flex GMWB and LifeGuard Freedom Flex with Joint Option GMWB, including all of the available combinations of Options and the GAWA% tables that may be available that each provides, as discussed below. In addition, as disclosed in the Fees and Expenses Tables, the charges of each GMWB will vary depending on the mix of Options and the GAWA% table selected. Upon selection of the Options and a request for one of these GMWBs received in Good Order, the Owner will receive an endorsement to the Contract reflecting the selection of Options.

Each combination of Options, other than the combination that includes the LifeGuard Freedom Flex DB NY (for information about the LifeGuard Freedom Flex DB NY, please see “LifeGuard Freedom Flex DB NY” under “Add-On Death Benefits”, beginning on page 59.) is offered to Owners between the ages of 35 and 80. As explained below with regard to both the LifeGuard Freedom Flex GMWB and LifeGuard Freedom Flex with Joint Option GMWB, the timing and amounts of withdrawals have a significant impact on the amount and duration of benefits. The cumulative costs of these GMWBs are also greater the longer the duration of ownership. The closer you are to retirement, the more reliably you may be able to forecast your needs to make withdrawals prior to the ages where the amounts of certain benefits such as the For Life Guarantee (59½) and the GWB adjustment (70, or 71 with Joint Option) are locked-in. Conversely, forecasts at younger ages may prove less reliable. You should undertake careful consideration and thorough consultation with your financial professional as to the financial resources and age of the Owner/Annuitant and the value to you of the potentially limited downside protection that this GMWB might provide.

These GMWBs may not be terminated by the Owner independently from the Contract to which they are attached.

LifeGuard Freedom Flex GMWB.

The following description of this GMWB is supplemented by the examples in Appendix D under section “I. LifeGuard Freedom Flex,” particularly example 2 for the varying benefit percentage, examples 6 and 7 for the step-ups and example 12 for the guaranteed withdrawal balance adjustment.

This GMWB guarantees partial withdrawals during the Contract's accumulation phase (i.e., before the Income Date) subject to the following:

- If the For Life Guarantee is in effect, the guarantee lasts for the lifetime of the Designated Life **or if there are joint Owners, the lifetime of the joint Owner who dies first** (the "For Life Guarantee"). For purposes of this GMWB, the Designated Life is the original Owner (or oldest joint Owner) if the Owner is a natural person. If the Owner is a legal entity, the Designated Life is the original Annuitant (or oldest joint Annuitant).

For the Owner that is a legal entity, the guarantee lasts for the lifetime of the Designated Life (or if there are joint Annuitants, the lifetime of the joint Annuitant who dies first).

The For Life Guarantee becomes effective on the Contract Anniversary on or immediately following the Designated Life attaining the age of 59½. If the Designated Life is 59½ years old or older on the add-on benefit's effective date, then the For Life Guarantee is effective when this GMWB is added to the Contract.

If the For Life Guarantee is in effect, it will be terminated if a withdrawal exceeds the permissible amounts and reduces the Contract Value to zero. (Please see the "Contract Value is Zero" subsection below to understand what happens when the Contract Value is reduced to zero.) Otherwise, the For Life Guarantee remains effective until the date this GMWB is terminated or until the Continuation Date on which this GMWB is continued under spousal continuation. Please see the "Termination" subsection below to understand under what conditions this GMWB and, accordingly, the For Life Guarantee can be terminated.

In addition, if the For Life Guarantee is not yet in effect, withdrawals that cause the Contract Value to reduce to zero void the For Life Guarantee and it will never become effective. See "Contract Value is Zero" below for more information.

- If the For Life Guarantee is not in effect, the guarantee lasts until the earlier of (1) the date of death of the Owner (or any joint Owner) or (2) the date when all withdrawals under the Contract equal the Guaranteed Withdrawal Balance (GWB), without regard to Contract Value.

The GWB is the guaranteed amount available for future periodic withdrawals.

In the event of the Owner's death, a spousal Beneficiary may continue this GMWB under spousal continuation. In that event, the GWB is payable until depleted. (Please see the "Spousal Continuation" subsection below for more information.) If the Beneficiary is a non-spousal Beneficiary, the GWB is void and this add-on benefit is terminated; therefore, the Owner's death may have a significant negative impact on the value of this GMWB and cause the add-on benefit to prematurely terminate.

Please consult the financial professional who is helping, or who helped, you purchase your Contract to be sure that this GMWB and the combination of Options you ultimately choose suit your needs and are consistent with your expectations.

This GMWB is available to Owners 35 to 80 years old, or 35 to 75 years old if you select the Option combination that includes the LifeGuard Freedom Flex DB NY (proof of age is required). This GMWB may be added to a Contract on the Issue Date or on any Contract Anniversary (subject to availability). Please note, while this GMWB may be added to a Contract on any Contract Anniversary (subject to availability), the LifeGuard Freedom Flex DB NY is not available after issue and can only be added on the Issue Date. Once added this GMWB cannot be cancelled except by a Beneficiary who is the Owner's spouse, who, upon the Owner's death, may elect to continue the Contract without the GMWB. If you are eligible to elect this GMWB after the Contract Issue Date on a Contract Anniversary (subject to availability), we must receive a request in Good Order within 30 calendar days prior to the Contract Anniversary. **This GMWB is not available on a Contract that already has a GMWB (only one GMWB per Contract).** Availability of this GMWB may be subject to further limitation.

We allow ownership changes of a Contract with this GMWB, however, the Designated Life may not be changed. Any provisions referring to the age of a Designated Life apply even if that Designated Life is no longer living. When the Owner is a legal entity, changing Annuitants is not allowed.

There is a limit on withdrawals each Contract Year to keep the guarantees of this GMWB in full effect – the greater of the Guaranteed Annual Withdrawal Amount (GAWA) and for certain tax-qualified Contracts, the required minimum distribution (RMD) under the Internal Revenue Code. Withdrawals exceeding the limit do not invalidate the For Life Guarantee, but cause the GWB and GAWA to be recalculated. Please see ***Guaranteed Withdrawal Balance (“GWB”)*** and ***“Withdrawals”*** below for more information about the GWB and GAWA.

Guaranteed Withdrawal Balance (“GWB”). The GWB is established for the sole purpose of determining the minimum withdrawal benefit and is not used in calculating your Contract Value or other guaranteed benefits. The GWB depends on when this GMWB is added to the Contract, and the GAWA derives from the GWB for all combinations of Options.

When this GMWB is added to the Contract on the Issue Date –

The **GWB** equals initial Premium net of any applicable Premium taxes.

The **GAWA** is determined based on the Designated Life’s (or oldest joint Owner’s) attained age at the time of first withdrawal and equals the GAWA percentage multiplied by the GWB prior to the partial withdrawal. See the GAWA percentage table below.

When this GMWB is added to the Contract on any Contract Anniversary, subject to availability –

The **GWB** equals Contract Value.

The **GAWA** is determined based on the Designated Life’s attained age at the time of first withdrawal and equals the GAWA percentage multiplied by the GWB prior to the partial withdrawal. See the GAWA percentage table below.

The GWB can never be more than \$10 million (including upon Step-Up, the application of a GWB adjustment or the application of any bonus), and the GWB is reduced by each withdrawal.

PLEASE NOTE: Upon the death of the Designated Life, or in the case of joint Owners, the death of the first joint Owner, the For Life Guarantee is void. However, this GMWB may be continued by a spousal Beneficiary without the For Life Guarantee. Please see the “Spousal Continuation” subsection below for more information. If the For Life Guarantee is not in effect, upon the death of the Owner or any joint Owner, or upon the depletion of the GWB, all payments will cease and spousal continuation will not be available.

Withdrawals. The GAWA percentage and the GAWA are determined at the time of the first withdrawal. The GAWA is equal to the GAWA percentage multiplied by the GWB prior to the partial withdrawal. The GAWA percentage varies according to age group and selected Income Stream Level, and is determined based on the Designated Life’s attained age at the time of the first withdrawal. (Elsewhere in this prospectus we refer to this varying GAWA percentage structure as the “varying benefit percentage”.)

There are two different Income Stream Levels available, each of which provide different sets of GAWA percentages with different associated charges. The applicable GAWA percentages are disclosed in GAWA% tables, listed from the table offering the highest GAWA percentages for each age group (Income Stream Max GAWA% Table) to the table offering the lowest GAWA percentages for each age group (Income Stream Value GAWA% Table). The current GAWA% Tables are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy of the current Rate Sheet Prospectus Supplement, please visit www.jackson.com/product-literature-2.html. We reserve the right to prospectively restrict the availability of the GAWA% tables. Therefore, not all GAWA% tables may be available at the time you are interested in electing this GMWB. Please contact your financial professional, or contact us at our Jackson of NY Customer Care Center, for information regarding the current availability of the GAWA% tables.

We reserve the right to prospectively change the GAWA percentages, including the age bands, on new GMWB endorsements. The current GAWA percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy of the current Rate Sheet Prospectus Supplement, please visit www.jackson.com/product-literature-2.html. Please see “Appendix G (Historical GAWA Percentages)” to view historical GAWA percentages. If we change the GAWA percentages, we will follow these procedures:

- When we issue your Contract we will deliver a copy of the prospectus that includes the notice of change of GAWA percentages in the form of a Rate Sheet Prospectus Supplement to you. You will have until the end of the Free Look period to cancel your Contract and this GMWB by returning the Contract to us pursuant to the provisions of the Free Look section (please see “Free Look” on page 69).
- If you are an existing Owner and are eligible to elect this GMWB after the Issue Date, at the time we change the GAWA percentages we will send you the notice of change of GAWA percentages in the form of a Rate Sheet Prospectus Supplement. If you later elect this GMWB, when we receive your election, we will send you the required endorsement with a duplicate notice of change of GAWA percentages. You will have 30 days after receiving the notice to cancel your election of this GMWB by returning the endorsement to us.

In each case, the actual GAWA percentages will be reflected in your Contract endorsement.

In connection with a change of GAWA percentages, as described above, we may continue to offer the existing GAWA percentages, in effect prior to the change, as an Optional GAWA% table at an increased charge. The increased charge for any combination of options under the Freedom Flex GMWB will not be greater than the maximum annual charges shown in the charge tables, which in no event exceed 3.00%. For the charges for each GMWB, please see the section for the applicable GMWB appearing under “Contract Charges” beginning on page 19. Also, please see the “*Optional Benefit Charges*” table under the “FEES AND EXPENSES TABLES” beginning on page 8. The Optional GAWA% table will maintain the GAWA percentages for each age group that were available before the change as reflected in the Rate Sheet Prospectus Supplement that was applicable at the time you purchased your Contract. If we offer the Optional GAWA% table, the notice of change in the form of a prospectus supplement, that will be delivered to you, will describe both the change to the GAWA percentages, and the Optional GAWA% table and related charges. We reserve the right to prospectively change the GAWA percentages in the Optional GAWA% table, including the age bands, on new GMWB endorsements subject to the notices and procedures described above.

Withdrawals cause the GWB to be recalculated. Withdrawals will also cause the GAWA to be recalculated if the withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the GAWA, or for certain tax-qualified Contracts only, the RMD (if greater than the GAWA). In such case, the recalculation of the GAWA will occur whether or not the For Life Guarantee is in effect. If the GWB is less than the GAWA at the end of any Contract Year and the For Life Guarantee is not in effect, the GAWA will be set equal to the GWB. This may occur, when over time, payment of the guaranteed withdrawals is nearly complete, the For Life Guarantee is not in effect and the GWB has been depleted to a level below the GAWA. The tables below clarify what happens in each instance. (RMD denotes the required minimum distribution under the Internal Revenue Code for certain tax-qualified Contracts only. There is no RMD for non-qualified Contracts.) In addition, if the For Life Guarantee is not yet in effect, withdrawals that cause the Contract Value to reduce to zero void the For Life Guarantee and it will never become effective. See “Contract Value is Zero” below for more information.

For certain tax-qualified Contracts, this GMWB allows withdrawals greater than GAWA to meet the Contract’s RMD without compromising the add-on benefit’s guarantees. Examples 4, 5 and 7 in Appendix D under section “I. LifeGuard Freedom Flex” supplement this description. Because the intervals for the GAWA and RMDs are different, namely Contract Years versus calendar years, and because RMDs are subject to other conditions and limitations, if your Contract is a tax-qualified Contract, then please see “RMD NOTES” under “Guaranteed Minimum Withdrawal Benefit Important Special Considerations” on page 33, for more information.

When a withdrawal, plus all prior withdrawals in the current Contract Year, is less than or equal to the greater of the GAWA or RMD, as applicable –

The **GWB** is recalculated, equaling the greater of:

- The GWB before the withdrawal less the withdrawal; *Or*
- Zero.

The **GAWA** is unchanged.

The GAWA is **not** reduced if all withdrawals during any one Contract Year do not exceed the greater of the GAWA or RMD, as applicable. The GAWA will be reduced at the end of a Contract Year to equal the GWB if the For Life Guarantee is not in effect and the GWB is nearly depleted, resulting in a GWB that is less than the GAWA. You may withdraw the greater of the GAWA or RMD, as applicable, all at once or throughout the Contract Year. Withdrawing less than the greater of the GAWA or RMD, as applicable, in a Contract Year does not entitle you to withdraw more than the greater of the GAWA or RMD, as applicable, in the next Contract Year. The amount you may withdraw each Contract Year and not cause the GWB and GAWA to be recalculated does not accumulate.

Withdrawing more than the greater of the GAWA or RMD, as applicable, in a Contract Year causes the GWB and GAWA to be recalculated (see below and Example 7 in Appendix D under section “I. LifeGuard Freedom Flex”). **In recalculating the GWB, the GWB could be reduced by more than the withdrawal amount. The GAWA will also be reduced. Therefore, please note that withdrawing more than the greater of the GAWA or RMD, as applicable, in a Contract Year may have a significantly negative impact on the value of this benefit.**

When a withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA or RMD, as applicable –

The **GWB** is recalculated, equaling the greater of:

- The **GWB** prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see below), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal; *Or*
- Zero.

The **GAWA** is recalculated as follows:

- The **GAWA** prior to the partial withdrawal is reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal.

The Excess Withdrawal is defined to be the lesser of:

- The total amount of the current partial withdrawal, or
- The amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the **GAWA** or the **RMD**, as applicable.

Withdrawals under this **GMWB** are assumed to be the total amount deducted from the Contract Value, including any withdrawal charges, asset allocation fees, and other charges or adjustments. Any withdrawals from Contract Value allocated to a Fixed Account Option may be subject to a Market Value Adjustment. For more information, please see “THE FIXED ACCOUNT” beginning on page 10. Withdrawals in excess of free withdrawals may be subject to a withdrawal charge.

Withdrawals under this **GMWB** are considered the same as any other partial withdrawals for the purposes of calculating any other values under the Contract and any other add-on benefits (for example, the Contract’s death benefit). All withdrawals count toward the total amount withdrawn in a Contract Year, including automatic withdrawals, **RMDs** for certain tax-qualified Contracts, withdrawals of asset allocation and advisory fees, and free withdrawals under the Contract. They are subject to the same restrictions and processing rules as described in the Contract. They are also treated the same for federal income tax purposes. For more information about tax-qualified and non-qualified Contracts, please see “TAXES” beginning on page 64.

If the age of any Designated Life is incorrectly stated at the time of election of the **GMWB**, on the date the misstatement is discovered, the **GWB** and the **GAWA** will be recalculated based on the **GAWA** percentage applicable at the correct age. Any future **GAWA** percentage recalculation will be based on the correct age. If the age at election of the Designated Life falls outside the allowable age range, the **GMWB** will be null and void and all **GMWB** charges will be refunded.

Withdrawals made under section 72(t) or section 72(q) of the Code are **not** considered **RMDs** for purposes of preserving the guarantees under this **GMWB**. Such withdrawals that exceed the **GAWA** will have the same effect as any withdrawal or Excess Withdrawal as described above and, consistent with that description, may cause a significant negative impact to your benefit.

Guaranteed Withdrawal Balance Adjustment. If no withdrawals are taken from the Contract on or prior to the **GWB** Adjustment Date (as defined below), then you will receive a **GWB** adjustment. Tax-qualified plan Contract Owners should consider the impact of Required Minimum Distributions on this benefit since any withdrawal from the Contract will void the **GWB** adjustment.

The **GWB** Adjustment Date is the later of:

- The Contract Anniversary on or immediately following the Designated Life’s 70th birthday, *or*
- The 12th Contract Anniversary following the effective date of this add-on benefit.

The **GWB** adjustment is determined as follows:

- On the effective date of this endorsement, the **GWB** adjustment is equal to a percentage of the **GWB**, subject to a maximum of \$10 million. The **GWB** adjustment percentage varies depending on which Bonus option is elected. Current **GWB** adjustment percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of

historical GWB adjustment percentages, please see “Appendix H (Historical GWB Adjustment Percentages).” For more information about the available Bonus options, please see “*Bonus*” below.

- With each subsequent Premium received after this GMWB is effective and prior to the first Contract Anniversary following this GMWB’s effective date, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the applicable GWB adjustment percentage of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10 million. (See Example 3 in Appendix C under section “III. LifeGuard Freedom Flex”.)
- With each subsequent Premium received on or after the first Contract Anniversary following this GMWB’s effective date, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10,000,000. (See Example 3 in Appendix D under section “I. LifeGuard Freedom Flex”.)

If no partial withdrawals are taken on or prior to the GWB Adjustment Date, the GWB will be re-set on that date to equal the greater of the current GWB or the GWB adjustment. No adjustments are made to the Bonus Base. Once the GWB is re-set, this GWB adjustment provision terminates. **In addition, if a withdrawal is taken on or before the GWB Adjustment Date, this GWB adjustment provision terminates without value.** (Please see example 13 in Appendix D under section “I. LifeGuard Freedom Flex” for an illustration of this GWB adjustment provision.)

Premiums.

With each subsequent Premium payment on the Contract –

The **GWB** is recalculated, increasing by the amount of the Premium net of any applicable Premium taxes.

If the Premium payment is received after the first withdrawal, the **GAWA** is also recalculated, increasing by:

- The GAWA percentage multiplied by the subsequent Premium payment net of any applicable Premium taxes;
Or
- The GAWA percentage multiplied by the increase in the **GWB – if the maximum GWB is hit.**

We require prior approval for a subsequent Premium payment that would result in your Contract having \$1 million of Premiums in the aggregate. We also reserve the right to refuse subsequent Premium payments. **The GWB can never be more than \$10 million.** See Example 3b in Appendix C under section “I. LifeGuard Freedom Flex” to see how the GWB is recalculated when the \$10 million maximum is hit.

Step-up. For more information about available Bonus options, please see “*Bonus*” below.

The Highest Quarterly Contract Value is determined by reference to and use of the Contract Value on the highest of the four prior Contract Quarterly Anniversaries as follows:

The Highest Quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined. The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable Premium taxes, and adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

When a withdrawal, plus all prior withdrawals in the current Contract Year, is less than or equal to the greater of the GAWA or RMD, as applicable –

The quarterly adjusted Contract Value is equal to the greater of:

- The quarterly adjusted Contract Value prior to the partial withdrawal, reduced by the partial withdrawal; *Or*
- Zero.

When a withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA or RMD, as applicable –

The quarterly adjusted Contract Value is equal to the greater of:

- The quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see above), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal; *Or*
- Zero.

With a step-up –

The **GWB** equals the Contract Value, as determined based on the Highest Quarterly Contract Value (**subject to a \$10 million maximum**).

- The GAWA percentage will not be recalculated upon step-ups following spousal continuation.

For all Contracts to which this GMWB is added, if the step-up occurs after the first withdrawal, the **GAWA** is recalculated, equaling the greater of:

- The GAWA percentage (as adjusted by any increase that occurs pursuant to the same step-up) multiplied by the new **GWB**, *Or*
- The GAWA prior to step-up.

PLEASE NOTE: Withdrawals from the Contract reduce the **GWB and Contract Value.**

The **GWB can never be more than \$10 million with a step-up.** Upon step-up, the applicable GMWB charge will be reflected in your confirmation.

GMWB Charge Increase. On each fifth Contract Anniversary, the **GMWB charge may be increased**. You will be notified in advance of a GMWB Charge increase and may elect to opt out of the charge increase and any future charge increases by forfeiting the **GWB** bonus provision, automatic step-up provision, **GWB** adjustment, and any other increases to the **GWB** and **GAWA**. Such election must be received in Good Order prior to the Contract Anniversary. **If you elect to opt out of charge increases, no future Premiums will be allowed and the **GAWA%** will be determined with no future recalculation.** While electing to discontinue these provisions will prevent an increase in the charge, you will be foregoing possible increases in your **GWB** and/or **GAWA** so carefully consider this decision should we notify you of a charge increase. Such election is final, and you may not subsequently elect to reinstate these provisions once they have been discontinued. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order. For more information, please see “LifeGuard Freedom Flex GMWB Charge.”

Owner’s Death. The Contract’s death benefit is not affected by this GMWB so long as Contract Value is greater than zero and the Contract is still in the accumulation phase. Upon your death (or the death of any joint Owner) while the Contract is still in force, this GMWB terminates without value, unless continued by the surviving spouse.

Also see the “LifeGuard Freedom Flex DB NY” under “Add-On Death Benefits”, beginning on page 59 for the death benefit that differs from the Contract’s death benefit and is available only in combination with the selection of the Bonus II option. At the time you purchased your Contract, different Bonus option requirements may have been in place for election of the LifeGuard Freedom Flex DB NY. Please see “Appendix I (Historical GMWB Bonus Percentages)” for more information.

Contract Value Is Zero. With this GMWB, in the event the Contract Value is zero, the Owner will receive annual payments of the **GAWA** until the death of the Designated Life (or the death of any joint Owner), so long as the For Life Guarantee is in effect and the Contract is still in the accumulation phase. If the For Life Guarantee is not in effect, the Owner will receive annual payments of the **GAWA** until the earlier of the death of the Designated Life (or the death of any joint Owner) or the date the **GWB**, if any, is depleted, so long as the Contract is still in the accumulation phase. The last payment will not exceed the remaining **GWB** at the time of payment. If the **GAWA** percentage has not yet been determined, it will be set at the **GAWA** percentage corresponding to the Designated Life’s attained age at the time the Contract Value falls to zero and the **GAWA** will be equal to the **GAWA** percentage multiplied to the **GWB**.

After each payment when the Contract Value is zero –

The **GWB** is recalculated, equaling the greater of:

- The **GWB** before the payment less the payment; *Or*
- Zero.

The **GAWA** is unchanged. At the end of each Contract Year, if the **GWB** is less than the **GAWA** and the For Life Guarantee is not in effect, the **GAWA** is set equal to the **GWB**.

Subject to the Company's approval, you may elect to receive payments more frequently than annually. If you die, all rights under your Contract cease. No subsequent Premium payments will be accepted. All add-on benefits terminate without value and no death benefit is payable, including the LifeGuard Freedom Flex DB NY.

Spousal Continuation. In the event of the Owner's death (or any Owner's death with joint Owners), the Beneficiary who is the Owner's spouse may elect to:

- Continue the Contract with this **GMWB** – so long as Contract Value is greater than zero, and the Contract is still in the accumulation phase. (The date the spousal Beneficiary's election to continue the Contract is in Good Order is called the Continuation Date.)
 - Upon the Owner's death, the For Life Guarantee is void.
 - The **GWB** is only payable while there is value to it (until depleted).
 - The **GWB** adjustment provision is void.
 - Step-ups will continue as permitted in accordance with the step-up rules above.
 - Contract Anniversaries will continue to be based on the Contract's Issue Date.
 - If the **GAWA** percentage has not yet been determined, the **GAWA** percentage will be based on the original Designated Life's attained age on the continuation date (as if that person survived to that date). The **GAWA** percentage will not change on future step-ups.
 - The Latest Income Date is based on the age of the surviving spouse. Please refer to "Annuitization" subsection below for information regarding the availability of the "Specified Period Income of the **GAWA**" option if the **GWB** has been continued by a spousal Beneficiary upon the death of the original Owner.
- Continue the Contract without this **GMWB** (**GMWB** is terminated).
- Add this **GMWB** to the Contract on any Contract Anniversary after the Continuation Date, subject to the Beneficiary's eligibility – if the spousal Beneficiary terminated the **GMWB** in continuing the Contract.

For more information about spousal continuation of a Contract, please see "Spousal Continuation Option" beginning on page 63.

Termination. This **GMWB** terminates subject to a prorated **GMWB** Charge assessed for the period since the last monthly charge and all benefits cease on the earliest of:

- The Income Date;
- The date of total withdrawal of Contract Value;

In taking a total withdrawal of your Contract Value, you will receive the Contract Value less any applicable charges and adjustments and not the **GWB** or the **GAWA** you would have received under this **GMWB**.

- The date of the Owner's death (or any Owner's death with joint Owners), unless the Beneficiary who is the Owner's spouse elects to continue the Contract with the GMWB;
- The Continuation Date if the spousal Beneficiary elects to continue the Contract without the GMWB; or
- The date all obligations for payment under this GMWB are satisfied after the Contract has terminated pursuant to the termination provisions of the Contract.

This GMWB may not otherwise be terminated independently from termination of the Contract.

Annuitization.

Life Income of GAWA. On the Latest Income Date if the For Life Guarantee is in effect, the Owner may choose this income option instead of one of the other income options listed in the Contract. This income option provides payments in a fixed dollar amount for the lifetime of the Owner (or, with joint Owners, the lifetime of the joint Owner who dies first). The total annual amount payable will equal the GAWA in effect at the time of election of this option. This annualized amount will be paid in the frequency (no less frequently than annually) that the Owner selects. No further annuity payments are payable after the death of the Owner (or any Owner's death with joint Owners), and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if the Owner dies before the due date of the second payment.

If the GAWA percentage has not yet been determined, the GAWA percentage will be based on the Designated Life's attained age at the time of election of this option. The GAWA percentage will not change after election of this option.

Specified Period Income of the GAWA. On the Latest Income Date if the For Life Guarantee is *not* in effect, the Owner may choose this income option instead of one of the other income options listed in the Contract. **(This income option only applies if the GMWB has been continued by the spousal Beneficiary upon the death of the original Owner, in which case the spouse becomes the Owner of the Contract and the Latest Income Date is based on the age of the spouse.)**

This income option provides payments in a fixed dollar amount for a specific number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount, and no payments will be made in excess of the remaining GWB. The annual amount payable will equal the GAWA, except that the last payment may be a smaller amount equal to the then-remaining GWB. This annualized amount will be paid over the specific number of years in the frequency (no less frequently than annually) that the Owner selects. If the Owner should die before the payments have been completed, the remaining payments will be made to the Beneficiary, as scheduled.

The "Specified Period Income of the GAWA" income option may not be available if the Contract is issued as a tax qualified Contract under Sections 401, 403, 408 or 457 of the Internal Revenue Code. For such Contracts, this income option will only be available if the guaranteed period is less than the life expectancy of the spouse at the time the option becomes effective.

See "Guaranteed Minimum Withdrawal Benefit General Considerations" and "Guaranteed Minimum Withdrawal Benefit Important Special Considerations" beginning on page 33 for additional things to consider before electing a GMWB; when electing to annuitize your Contract after having purchased a GMWB; or when the Latest Income Date is approaching and you are thinking about electing or have elected a GMWB.

Effect of GMWB on Tax Deferral. This GMWB may not be appropriate for Owners who have as a primary objective taking maximum advantage of the tax deferral that is available to them under an annuity contract to accumulate assets. Please consult your tax and financial professionals before adding this GMWB to a Contract.

Bonus. The primary purpose of the bonus is to act as an incentive for you to defer taking withdrawals. A bonus equal to a percentage of the Bonus Base (defined below) will be applied to the GWB at the end of each Contract Year within the Bonus Period (also defined below) if no withdrawals are taken during that Contract Year. The current Bonus percentage options are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical Bonus

percentage options, please see “Appendix I (Historical GMWB Bonus Percentages).” The percentage that actually applies under your GMWB is the one that is included as the bonus rate in the combination of Options that you elect. The bonus enables the GWB and GAWA to increase in a given Contract Year (even during a down market relative to your Contract Value allocated to the Investment Divisions). The increase, however, may not equal the amount that your Contract Value has declined. This description of the bonus feature is supplemented by the examples in Appendix D under section “I. LifeGuard Freedom Flex”, particularly example 10. The box below has more information about the bonus, including:

- How the bonus is calculated;
- What happens to the Bonus Base (and bonus) with a withdrawal, Premium payment, and any step-up;
- For how long the bonus is available; and
- When and what happens when the bonus is applied to the GWB.

The bonus equals a percentage of the Bonus Base, determined by your Bonus option election. The Bonus Base may vary after this GMWB is added to the Contract, as described immediately below.

- When this GMWB is added to the Contract, the Bonus Base equals the GWB.
- With a withdrawal, if that withdrawal, and all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA and the RMD, as applicable, then the Bonus Base is set to the lesser of the GWB after, and the Bonus Base before, the withdrawal. This recalculation may reduce the Bonus Base because the Excess Withdrawal may reduce the GWB by more than the dollar amount of the withdrawal. Otherwise, there is no adjustment to the Bonus Base with withdrawals.
 - All withdrawals count, including: automatic withdrawals; RMDs for certain tax-qualified Contracts; withdrawals of asset allocation and advisory fees; and free withdrawals under the Contract.
 - A withdrawal in a Contract Year during the Bonus Period (defined below) precludes a bonus for that Contract Year.
- With a Premium payment, the Bonus Base increases by the amount of the Premium payment net of any applicable Premium taxes.
- With any step-up (if the GWB increases upon step-up), the Bonus Base is set to the greater of the GWB after, and the Bonus Base before, the step-up.

The Bonus Base can never be more than \$10 million.

The bonus is applied at the end of each Contract Year during the Bonus Period, if there have been no withdrawals during that Contract Year. **Conversely, any withdrawal, including but not limited to automatic withdrawals and required minimum distributions, taken in a Contract Year during the Bonus Period causes the bonus not to be applied.** Once a bonus is credited, it cannot be forfeited. However, as outlined above, certain withdrawals will reduce the Bonus Base.

When the bonus is applied:

- The GWB is recalculated, increasing by a percentage of the Bonus Base, determined by your Bonus option election.
- If the Bonus is applied after the first withdrawal (in a prior year), the GAWA is then recalculated, equaling the greater of the GAWA percentage multiplied by the new GWB or the GAWA before the bonus.

Applying the bonus to the GWB does not affect the Bonus Base or GWB adjustment.

The Bonus is only available during the Bonus Period. The Bonus Period begins on the effective date of this GMWB. In addition, the Bonus Period will re-start at the time the Bonus Base increases due to a step-up so long as the step-up occurs on or before the Contract Anniversary immediately following the Designated Life’s 80th birthday. (See example below.)

The Bonus Period ends on the earlier of:

- The tenth Contract Anniversary following (1) the effective date of the add-on benefit or (2) the most recent increase to the Bonus Base due to a step-up, if later; or
- The date the Contract Value is zero.

The Bonus Period re-starts if the Bonus Base increases due to a step-up. Because of this, it is possible for the Bonus Period to expire and then re-start on a later Contract Anniversary. To facilitate the re-start of the Bonus Period in these circumstances, the Bonus Base will continue to be calculated even after the Bonus Period expires. Such a restart, however, will not reinstate any bonus that would have been credited on a prior date that was not within a Bonus Period.

The purpose of the re-start provision is to extend the period of time over which the Owner is eligible to receive a bonus. For example, assume this GMWB is added to a Contract on December 1, 2023. At that time, the bonus period is scheduled to expire on December 1, 2033 (which is the tenth Contract Anniversary following the effective date of the add-on benefit). If a step-up increasing the Bonus Base occurs on the third Contract Anniversary following the effective date of the add-on benefit (December 1, 2026), and the Designated Life is younger than age 80, the Bonus Period will re-start and will be scheduled to expire on December 1, 2036. Further, assuming that the next Bonus Base increase due to a step-up does not occur until December 1, 2038 (which is two years after the Bonus Period in this example expired) and that the Designated Life is still younger than age 80 at that time, the Bonus Period would re-start on December 1, 2038, and would be scheduled to expire on December 1, 2048. (Please also see Examples 6 and 7 in Appendix D under section “I. LifeGuard Freedom Flex” for more information regarding the re-start provision.)

Spousal continuation of a Contract with this GMWB does not affect the Bonus Period; Contract Anniversaries are based on the Contract’s Issue Date.

LifeGuard Freedom Flex with Joint Option GMWB.

The description of this GMWB is supplemented by the examples in Appendix D under section “I. LifeGuard Freedom Flex”, particularly example 2 for the varying benefit percentage, examples 6 and 7 for the step-ups, example 12 for the For Life guarantees and example 13 for the guaranteed withdrawal balance adjustment.

Except as otherwise discussed below, the election of this GMWB under a non-tax-qualified contract requires the joint Owners to be spouses (as defined under the Internal Revenue Code) and each joint Owner is considered to be a “Covered Life.” In such cases, the Owners can be subsequently changed, but the Covered Lives cannot be changed. Upon the death of either joint Owner, the surviving joint Owner will be treated as the primary Beneficiary and all other Beneficiaries will be treated as contingent Beneficiaries. The For Life Guarantee will not apply to these contingent Beneficiaries, as they are not Covered Lives.

This GMWB is available on a limited basis under non-qualified Contracts for certain kinds of legal entities, such as (i) custodial accounts where the spouses are the joint Annuitants and (ii) trusts where the spouses are the sole beneficial owners and joint Annuitants. In these cases, the spouses are the Covered Lives, and the For Life Guarantee is based on the Annuitant’s life who dies last. The Owners can be subsequently changed but no changes of Annuitant are allowed.

Tax-qualified Contracts cannot be issued to joint Owners and require the Owner and Annuitant to be the same person. Under a tax-qualified Contract, the election of this GMWB requires the Owner and primary Beneficiary to be spouses (as defined in the Internal Revenue Code). The Owner and only the primary spousal Beneficiary named at the election of this GMWB under a tax-qualified Contract will also each be considered a Covered Life, and these Covered Lives cannot be subsequently changed.

In certain circumstances we may permit the elimination of a joint Owner Covered Life or primary spousal Beneficiary Covered life in the event of divorce. In such cases, new Covered Lives may not be named.

For tax-qualified Contracts, the primary spousal Beneficiary cannot be changed while both the Owner and primary spousal Beneficiary are living. If the Owner dies first, the primary spousal Beneficiary will become the Owner upon spousal continuation and he or she may name a Beneficiary; however, that Beneficiary is not considered a Covered Life. Likewise, if the primary spousal Beneficiary dies first, the Owner may name a new Beneficiary; however, that Beneficiary is also not considered a Covered Life and consequently the For Life Guarantee will not apply to the new Beneficiary.

This GMWB is also available on a limited basis under Qualified Custodial Account Contracts, pursuant to which the Annuitant and a Contingent Annuitant named at election of the GMWB must be spouses and will be the Covered Lives. The only changes in these

arrangements that we permit are that (i) the custodial owner may be changed or (ii) the ownership of the Contract may be transferred to the Annuitant if, at the same time as that transfer, the Contingent Annuitant is designated as the primary (spousal) Beneficiary.

For both non-qualified and tax-qualified Contracts, this GMWB guarantees partial withdrawals during the Contract's accumulation phase (i.e., before the Income Date) subject to the following:

- This guarantee lasts for the duration of the life of the last surviving Covered Life (the "For Life Guarantee") if the For Life Guarantee is in effect.

The For Life Guarantee becomes effective on the Contract Anniversary on or immediately following the Designated Life attaining the age of 59½. For purposes of this GMWB, the Designated Life is the youngest Covered Life. If the Designated Life is 59½ years old or older on the add-on benefit's effective date, then the For Life Guarantee is effective when this GMWB is added to the Contract.

If the For Life Guarantee is in effect, it will be terminated if a withdrawal exceeds the permissible amounts and reduces the Contract Value to zero. (Please see the "Contract Value is Zero" subsection below to understand what happens when the Contract Value is reduced to zero.) Otherwise, the For Life Guarantee remains effective until the date this GMWB is terminated or until the Continuation Date on which a spousal Beneficiary who is not a Covered Life continues this GMWB under spousal continuation. Please see the "Termination" subsection below to understand under what conditions this GMWB and, accordingly, the For Life Guarantee can be terminated.

In addition, if the For Life Guarantee is not yet in effect, withdrawals that cause the Contract Value to reduce to zero void the For Life Guarantee, and it will never become effective. See "Contract Value is Zero" below for more information.

- If the For Life Guarantee is not in effect, the guarantee lasts until the earlier of (1) the death of the Owner or any joint Owner, (2) the death of the Annuitant on Qualified Custodial Account Contracts, or (3) the date Guaranteed Withdrawal Balance (GWB) is depleted, without regard to Contract Value.

The GWB is the guaranteed amount available for future periodic withdrawals.

Upon the death, of the Owner or joint Owner, a spousal Beneficiary who is not a Covered Life may continue this GMWB under spousal continuation. In that event, the GWB is payable until depleted. (Please see the "Spousal Continuation" subsection below for more information.) **If the Beneficiary is a non-spousal Beneficiary, the GWB is void and this add-on benefit is terminated; therefore, the death of the Owner or joint Owner may have a significant negative impact on the value of this GMWB and cause the add-on benefit to prematurely terminate.**

Because of the For Life Guarantee, your withdrawals could amount to more than the GWB. But PLEASE NOTE: The guarantees of this GMWB are subject to the add-on benefit's terms, conditions, and limitations that are explained below.

Please consult the financial professional who is helping, or who helped, you purchase your Contract to be sure that this GMWB and the combination of Options you ultimately choose suit your needs and are consistent with your expectations.

This GMWB is available to Covered Lives 35 to 80 years old (proof of age is required and both Covered Lives must be within the eligible age range). This GMWB may be added to a Contract on the Issue Date or on any Contract Anniversary; and cannot be canceled except by a spousal Beneficiary who is not a Covered Life, who, upon the Owner's death, may elect to continue the Contract without the GMWB. To continue Joint GMWB coverage upon the death of the Owner (or the death of either joint Owner of a non-qualified Contract), provided that the other Covered Life is still living, the Contract must be continued by election of spousal continuation. Upon continuation, the spouse becomes the Owner and obtains all rights as the Owner. If you are eligible to elect this GMWB after the Contract Issue Date on a Contract Anniversary (subject to availability), we must receive a request in Good Order within 30 calendar days prior to the Contract Anniversary.

This GMWB is not available on a Contract that already has a GMWB (only one GMWB per Contract). Availability of this GMWB may be subject to further limitation. There is a limit on withdrawals each Contract Year to keep the guarantees of this

GMWB in full effect – the greater of the Guaranteed Annual Withdrawal Amount (GAWA) and for certain tax-qualified Contracts, the required minimum distribution (RMD) under the Internal Revenue Code. Withdrawals exceeding the limit do not invalidate the For Life Guarantee, but cause the GWB and GAWA to be recalculated. Please see ***Guaranteed Withdrawal Balance (“GWB”)*** and ***“Withdrawals”*** below for more information about the GWB and GAWA.

Guaranteed Withdrawal Balance (“GWB”). The GWB is established for the sole purpose of determining the minimum withdrawal benefit and is not used in calculating your Contract Value or other guaranteed benefits. The GWB depends on when this GMWB is added to the Contract, and the GAWA derives from the GWB for all combinations of Options.

When this GMWB is added to the Contract on the Issue Date –

The **GWB** equals initial Premium net of any applicable Premium taxes.

The **GAWA** is determined based on the Designated Life’s attained age at the time of first withdrawal and equals the GAWA percentage multiplied by the GWB prior to the partial withdrawal. See the GAWA percentage table below.

When this GMWB is added to the Contract on any Contract Anniversary, subject to availability –

The **GWB** equals Contract Value.

The **GAWA** is determined based on the Designated Life’s attained age at the time of first withdrawal and equals the GAWA percentage multiplied by the GWB prior to the partial withdrawal. See the GAWA percentage table below.

The GWB can never be more than \$10 million (including upon step-up, the application of a GWB adjustment or the application of any Bonus), and the GWB is reduced by each withdrawal.

PLEASE NOTE: Upon the Owner’s death, the For Life Guarantee is void unless this GMWB is continued by a spousal Beneficiary who is a Covered Life. However, it is possible for this GMWB to be continued without the For Life Guarantee by a spousal Beneficiary who is not a Covered Life. Please see the “Spousal Continuation” subsection below for more information.

Withdrawals. The GAWA percentage and the GAWA are determined at the time of the first withdrawal. The GAWA is equal to the GAWA percentage multiplied by the GWB prior to the partial withdrawal. The GAWA percentage varies according to age group and selected Income Stream Level, and is determined based on the Designated Life’s attained age at the time of the first withdrawal. (Elsewhere in this prospectus we refer to this varying GAWA percentage structure as the “varying benefit percentage”.)

There are two different Income Stream Levels available, each of which provide different sets of GAWA percentages with different associated charges. The applicable GAWA percentages are disclosed in GAWA% tables, listed from the table offering the highest GAWA percentages for each age group (Income Stream Max GAWA% Table) to the table offering the lowest GAWA percentages for each age group (Income Stream Value GAWA% Table). The current GAWA% Tables are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy of the current Rate Sheet Prospectus Supplement, please visit www.jackson.com/product-literature-2.html. We reserve the right to prospectively restrict the availability of the GAWA% tables. Therefore, not all GAWA% tables may be available at the time you are interested in electing this GMWB. Please contact your financial professional, or contact us at our Jackson of NY Customer Care Center, for information regarding the current availability of the GAWA% tables.

We reserve the right to prospectively change the GAWA percentages, including the age bands, on new GMWB endorsements. The current GAWA percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy of the current Rate Sheet Prospectus Supplement, please visit www.jackson.com/product-literature-2.html. Please see “Appendix G (Historical GAWA Percentages)” to view historical GAWA percentages. If we change the GAWA percentages, we will follow these procedures:

- When we issue your Contract we will deliver a copy of the prospectus that includes the notice of change of GAWA percentages in the form of a Rate Sheet Prospectus Supplement to you. You will have until the end of the Free Look period to cancel your Contract and this GMWB by returning the Contract to us pursuant to the provisions of the Free Look section (please see “Free Look” on page 69).
- If you are an existing Owner and are eligible to elect this GMWB after the Issue Date, at the time we change the GAWA percentages we will send you the notice of change of GAWA percentages in the form of a Rate Sheet Prospectus Supplement. If you later elect this GMWB, when we receive your election, we will send you the required endorsement with a duplicate notice of change of GAWA percentages. You will have 30 days after receiving the notice to cancel your election of this GMWB by returning the endorsement to us.

In each case, the actual GAWA percentages will be reflected in your Contract endorsement.

In connection with a change of GAWA percentages, as described above, we may continue to offer the existing GAWA percentages, in effect prior to the change, as an Optional GAWA% table at an increased charge. The increased charge for any combination of options under the Freedom Flex GMWB will not be greater than the maximum annual charges shown in the charge tables, which in no event exceed 3.00%. For the charges for each GMWB, please see the section for the applicable GMWB appearing under “Contract Charges” beginning on page 19. Also, please see the “*Optional Benefit Charges*” table under the “FEES AND EXPENSES TABLES” beginning on page 8. The Optional GAWA% table will maintain the GAWA percentages for each age group that were available before the change as reflected in the Rate Sheet Prospectus Supplement that was applicable at the time you purchased your Contract. If we offer the Optional GAWA% table, the notice of change in the form of a prospectus supplement, that will be delivered to you, will describe both the change to the GAWA percentages, and the Optional GAWA% table and related charges. We reserve the right to prospectively change the GAWA percentages in the Optional GAWA% table, including the age bands, on new GMWB endorsements subject to the notices and procedures described above.

Withdrawals cause the GWB to be recalculated. Withdrawals will also cause the GAWA to be recalculated if the withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the GAWA, or for certain tax-qualified Contracts only, the RMD (if greater than the GAWA). In such case, the recalculation of the GAWA will occur whether or not the For Life Guarantee is in effect. If the GWB is less than the GAWA at the end of any Contract Year and the For Life Guarantee is not in effect, the GAWA will be set equal to the GWB. This may occur, when over time, payment of the guaranteed withdrawals is nearly complete, the For Life Guarantee is not in effect and the GWB has been depleted to a level below the GAWA. The tables below clarify what happens in each instance. (RMD denotes the required minimum distribution under the Internal Revenue Code for certain tax-qualified Contracts only. There is no RMD for non-qualified Contracts.) In addition, if the For Life Guarantee is not yet in effect, withdrawals that cause the Contract Value to reduce to zero void the For Life Guarantee and it will never become effective. See “Contract Value is Zero” below for more information.

For certain tax-qualified Contracts, this GMWB allows withdrawals greater than GAWA to meet the Contract’s RMD without compromising the add-on benefit’s guarantees. Examples 6, 7 and 9 in Appendix D under section “I. LifeGuard Freedom Flex” supplement this description. Because the intervals for the GAWA and RMDs are different, namely Contract Years versus calendar years, and because RMDs are subject to other conditions and limitations, if your Contract is a tax-qualified Contract, then please see “RMD NOTES” under “Guaranteed Minimum Withdrawal Benefit Important Special Considerations” on page 33, for more information.

When a withdrawal, plus all prior withdrawals in the current Contract Year, is less than or equal to the greater of the GAWA or RMD, as applicable –

The **GWB** is recalculated, equaling the greater of:

- The GWB before the withdrawal less the withdrawal; *Or*
- Zero.

The **GAWA** is unchanged.

The GAWA is **not** reduced if all withdrawals during any one Contract Year do not exceed the greater of the GAWA or RMD, as applicable. The GAWA will be reduced at the end of a Contract Year to equal the GWB if the For Life Guarantee is not in effect and the GWB is nearly depleted, resulting in a GWB that is less than the GAWA. You may withdraw the greater of the GAWA or RMD, as applicable, all at once or throughout the Contract Year. Withdrawing less than the greater of the GAWA or RMD, as applicable, in a Contract Year does not entitle you to withdraw more than the greater of the GAWA or RMD, as applicable, in the next Contract Year. The amount you may withdraw each Contract Year and not cause the GWB and GAWA to be recalculated does not accumulate.

Withdrawing more than the greater of the GAWA or RMD, as applicable, in a Contract Year causes the GWB and GAWA to be recalculated (see below and Example 5 in Appendix D under section “I. LifeGuard Freedom Flex”). **In recalculating the GWB, the GWB could be reduced by more than the withdrawal amount. The GAWA will also be reduced. Therefore, please note that withdrawing more than the greater of the GAWA or RMD, as applicable, in a Contract Year may have a significantly negative impact on the value of this benefit.**

When a withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA or RMD, as applicable –

The **GWB** is recalculated, equaling the greater of:

- The **GWB** prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see below), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal; *Or*
- Zero.

The **GAWA** is recalculated as follows:

- The **GAWA** prior to the partial withdrawal is reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal.

The Excess Withdrawal is defined to be the lesser of:

- The total amount of the current partial withdrawal, or
- The amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the **GAWA** or the **RMD**, as applicable.

Withdrawals under this **GMWB** are assumed to be the total amount deducted from the Contract Value, including any withdrawal charges, asset allocation fees, and other charges or adjustments. Any withdrawals from Contract Value allocated to a Fixed Account Option may be subject to a Market Value Adjustment. For more information, please see “THE FIXED ACCOUNT” beginning on page 10. Withdrawals in excess of free withdrawals may be subject to a withdrawal charge.

Withdrawals under this **GMWB** are considered the same as any other partial withdrawals for the purposes of calculating any other values under the Contract and any other add-on benefits (for example, the Contract’s death benefit). All withdrawals count toward the total amount withdrawn in a Contract Year, including automatic withdrawals, **RMDs** for certain tax-qualified Contracts, withdrawals of asset allocation and advisory fees, and free withdrawals under the Contract. They are subject to the same restrictions and processing rules as described in the Contract. They are also treated the same for federal income tax purposes. For more information about tax-qualified and non-qualified Contracts, please see “TAXES” beginning on page 64.

If the age of any Covered Life is incorrectly stated at the time of election of the **GMWB**, on the date the misstatement is discovered, the **GWB** and the **GAWA** will be recalculated based on the **GAWA** percentage applicable at the correct age. Any future **GAWA** percentage recalculation will be based on the correct age. If the age at election of either Covered Life falls outside the allowable age range, the **GMWB** will be null and void and all **GMWB** charges will be refunded.

Withdrawals made under section 72(t) or section 72(q) of the Code are **not** considered **RMDs** for purposes of preserving the guarantees under this **GMWB**. Such withdrawals that exceed the **GAWA** will have the same effect as any withdrawal or Excess Withdrawal as described above and, consistent with that description, may cause a significant negative impact to your benefit.

Guaranteed Withdrawal Balance Adjustment. If no withdrawals are taken from the Contract on or prior to the **GWB** Adjustment Date (as defined below), then you will receive a **GWB** adjustment. Tax-qualified plan Contract Owners should consider the impact of Required Minimum Distributions on this benefit since any withdrawal from the Contract will void the **GWB** adjustment.

The **GWB** Adjustment Date is the later of:

- The Contract Anniversary on or immediately following the Designated Life’s 70th (71st for **GMWBs** issued before August 10, 2020) birthday, *Or*
- The 12th Contract Anniversary following the effective date of this endorsement.

The **GWB** adjustment is determined as follows:

- On the effective date of this endorsement, the **GWB** adjustment is equal to a percentage of the **GWB**, subject to a maximum of \$10 million. The **GWB** adjustment percentage varies depending on which Bonus

option is elected. Current GWB adjustment percentages are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical GWB adjustment percentages, please see “Appendix H (Historical GWB Adjustment Percentages).” For more information about the available Bonus options, please see “*Bonus*” below.

- With each subsequent Premium received after this GMWB is effective and prior to the first Contract Anniversary following this GMWB’s effective date, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the applicable GWB adjustment percentage of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10 million. (See Example 3 in Appendix D under section “III. LifeGuard Freedom Flex”.)
- With each subsequent Premium received on or after the first Contract Anniversary following this add-on benefit’s effective date, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable Premium taxes, subject to a maximum of \$10,000,000. (See Example 3 in Appendix D under section “I. LifeGuard Freedom Flex”.)

If no partial withdrawals are taken on or prior to the GWB Adjustment Date, the GWB will be re-set on that date to equal the greater of the current GWB or the GWB adjustment. No adjustments are made to the Bonus Base. Once the GWB is re-set, this GWB adjustment provision terminates. **In addition, if a withdrawal is taken on or before the GWB Adjustment Date, this GWB adjustment provision terminates without value.** (Please see example 13 in Appendix D under section “IV. LifeGuard Freedom Flex” for an illustration of this GWB adjustment provision.)

Premiums.

With each subsequent Premium payment on the Contract –

The **GWB** is recalculated, increasing by the amount of the Premium net of any applicable Premium taxes.

If the Premium payment is received after the first withdrawal, the **GAWA** is also recalculated, increasing by:

- The GAWA percentage multiplied by the sum of i) the subsequent Premium payment net of any applicable Premium taxes; *Or*
- The GAWA percentage multiplied by the increase in the **GWB – if the maximum GWB is hit.**

We require prior approval for a subsequent Premium payment that would result in your Contract having \$1 million of Premiums in the aggregate. We also reserve the right to refuse subsequent Premium payments. **The GWB can never be more than \$10 million.** See Examples 4b and 5b in Appendix D under section “I. LifeGuard Freedom Flex” to see how the GWB is recalculated when the \$10 million maximum is hit.

Step-up. On each Contract Anniversary following the effective date of this GMWB, if the Contract Value is greater than the GWB, the GWB will be automatically re-set to the highest quarterly Contract Value, as described immediately below for the applicable Bonus Options (“Highest Quarterly Contract Value”). (See Examples 6 and 7 in Appendix D under section “I. LifeGuard Freedom Flex”.) For more information about available Bonus options, please see “*Bonus*” below.

The Highest Quarterly Contract Value is determined by reference to and use of the Contract Value on the highest of the four prior Contract Quarterly Anniversaries as follows:

The Highest Quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined. The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable Premium taxes, and adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

When a withdrawal, plus all prior withdrawals in the current Contract Year, is less than or equal to the greater of the GAWA or RMD, as applicable –

The quarterly adjusted Contract Value is equal to the greater of:

- The quarterly adjusted Contract Value prior to the partial withdrawal, reduced by the partial withdrawal; *or*
- Zero.

When a withdrawal, plus all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA or RMD, as applicable –

The quarterly adjusted Contract Value is equal to the greater of:

- The quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar-for-dollar for any portion of the partial withdrawal not defined as an Excess Withdrawal (see above), then reduced in the same proportion that the Contract Value is reduced by the Excess Withdrawal; *or*
- Zero.

With a Step-up –

The **GWB** equals the Contract Value, as determined based on the Highest Quarterly Contract Value, **subject to a \$10 million maximum.**

- The GAWA percentage will not be recalculated upon step-ups following spousal continuation if the spouse electing spousal continuation is not a Covered Life.

For all Contracts to which this GMWB is added, if the step-up occurs after the first withdrawal, the **GAWA** is recalculated, equaling the greater of:

- The GAWA percentage (as adjusted by any increase that occurs pursuant to the same step-up) multiplied by the new **GWB**, *or*
- The GAWA prior to step-up.

PLEASE NOTE: Withdrawals from the Contract reduce the **GWB and Contract Value.**

The **GWB can never be more than \$10 million with a step-up.** Upon step-up, the applicable GMWB charge will be reflected in your confirmation.

GMWB Charge Increase. On each fifth Contract Anniversary, the **GMWB charge may be increased.** You will be notified in advance of a GMWB Charge increase and may elect to opt out of the charge increase and any future charge increases by forfeiting the **GWB** bonus provision, automatic step-up provision, **GWB** adjustment, and any other increases to the **GWB** and **GAWA**. Such election must be received in Good Order prior to the Contract Anniversary. **If you elect to opt out of charge increases, no future Premiums will be allowed and the **GAWA**% will be determined with no future recalculation.** While electing to discontinue these provisions will prevent an increase in charge, you will be foregoing possible increases in your **GWB** and/or **GAWA** so carefully consider this decision should we notify you of a charge increase. Such election is final, and you may not subsequently elect to reinstate these provisions once they have been discontinued. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order. For more information, please see “LifeGuard Freedom Flex With Joint Option GMWB Charge”.

Owner’s Death. The Contract’s death benefit is not affected by this GMWB so long as Contract Value is greater than zero and the Contract is still in the accumulation phase. Upon the death of the sole Owner of a qualified Contract or the death of either joint Owner of a non-qualified Contract while the Contract is still in force, this GMWB terminates without value, unless continued by the surviving spouse. Please see the information at the beginning of this GMWB Section regarding the required ownership and beneficiary structure under both qualified and non-qualified Contracts when selecting this GMWB.

Contract Value Is Zero. With this GMWB, in the event the Contract Value is zero, the Owner will receive annual payments of the **GAWA** until the death of the last surviving Covered Life, so long as the For Life Guarantee is in effect and the Contract is still in the accumulation phase. If the For Life Guarantee is not in effect, the Owner will receive annual payments of the **GAWA** until the earlier of the death of the Owner (or the death of any joint Owner) or the date the **GWB**, if any, is depleted, so long as the Contract is still in the accumulation phase. The last payment will not exceed the remaining **GWB** at the time of payment. If the **GAWA** percentage has

not yet been determined, it will be set at the GAWA percentage corresponding to the Designated Life's attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA percentage multiplied to the GWB.

After each payment when the Contract Value is zero –

The **GWB** is recalculated, equaling the greater of:

- The GWB before the payment less the payment; *or*
- Zero.

The **GAWA** is unchanged. At the end of each Contract Year, if the GWB is less than the GAWA and the For Life Guarantee is not in effect, the GAWA is set equal to the GWB.

Subject to the Company's approval, you may elect to receive payments more frequently than annually. Upon death of the last surviving Covered Life, all rights under the Contract cease. No subsequent Premium payments will be accepted. All add-on benefits terminate without value and no death benefit is payable.

Spousal Continuation. In the event of the Owner's (or either joint Owner's) death, the surviving sole spousal Beneficiary may elect to:

- Continue the Contract with this GMWB – so long as Contract Value is greater than zero, and the Contract is still in the accumulation phase. (The date the spousal Beneficiary's election to continue the Contract is in Good Order is called the Continuation Date.)

- If the surviving spouse is a Covered Life, then the For Life Guarantee remains effective on and after the Continuation Date.

If the surviving spouse is not a Covered Life, the For Life Guarantee is null and void. However, the surviving spouse will be entitled to make withdrawals until the GWB is exhausted.

- For a surviving spouse who is a Covered Life, continuing the Contract with this GMWB is necessary to be able to fully realize the benefit of the For Life Guarantee. The For Life Guarantee is not a separate guarantee and only applies if the related GMWB has not terminated.
- If the surviving spouse is a Covered Life and a GWB adjustment provision is in force on the Continuation Date then the provision will continue to apply in accordance with the applicable GWB adjustment provision rules above. The GWB Adjustment Date will continue to be based on the original effective date of the add-on benefit or the Designated Life's attained age, as applicable.

If the surviving spouse is not a Covered Life, any GWB adjustment is null and void.

- Step-ups will continue as permitted in accordance with the step-up rules above.

New GAWA percentages will continue to be determined in accordance with the step-up rules above if the continuing spouse is a Covered Life. No such new GAWA percentages will be determined subsequent to continuation by a spouse who is not a Covered Life.

- Contract Anniversaries will continue to be based on the Contract's Issue Date.
- If the surviving spouse is a Covered Life, the GAWA percentage will continue to be calculated and/or recalculated based on the Designated Life's attained age.
- If the surviving spouse is not a Covered Life and if the GAWA percentage has not yet been determined, the GAWA percentage will be based on the Designated Life's attained age on the Continuation Date (as if that person survived to that date).

- The Latest Income Date is based on the age of the surviving spouse. Please refer to “Annuitization” subsection below for information regarding the additional Income Options available on the Latest Income Date.
- A new joint Owner may not be added in a non-qualified Contract if a surviving spouse continues the Contract.
- Continue the Contract without this GMWB (GMWB is terminated) if the surviving spouse is not a Covered Life. Thereafter, no GMWB charge will be assessed. If the surviving spouse is a Covered Life, the Contract cannot be continued without this GMWB.
- Add this GMWB to the Contract on any Contract Anniversary after the Continuation Date, subject to the Beneficiary’s eligibility - if the spousal Beneficiary terminated the GMWB in continuing the Contract.

For more information about spousal continuation of a Contract, please see “Spousal Continuation Option” beginning on page 63.

Termination. This GMWB terminates, subject to a prorated GMWB Charge assessed for the period since the last monthly charge, and all benefits cease on the earliest of:

- The Income Date;
- The date of total withdrawal of Contract Value;

In taking a total withdrawal of your Contract Value, you will receive the Contract Value less any applicable charges and adjustments and not the GWB or the GAWA you would have received under this GMWB.

- The date of death of the Owner (or any joint Owner), unless the Beneficiary who is the Owner’s spouse elects to continue the Contract with the GMWB (continuing the Contract with this GMWB is necessary to be able to fully realize the benefit of the For Life Guarantee if the surviving spouse is a Covered Life);
- The Continuation Date on a Contract if the spousal Beneficiary, who is not a Covered Life, elects to continue the Contract without the GMWB; or
- The date all obligations for payment under this GMWB are satisfied after the Contract has terminated pursuant to the termination provisions of the Contract.

This GMWB may not otherwise be terminated independently from termination of the Contract.

Annuitization.

Joint Life Income of GAWA. On the Latest Income Date if the For Life Guarantee is in effect, the Owner may choose this income option instead of one of the other income options listed in the Contract. This income option provides payments in a fixed dollar amount for the lifetime of last surviving Covered Life. The total annual amount payable will equal the GAWA in effect at the time of election of this option. This annualized amount will be paid in the frequency (no less frequently than annually) that the Owner selects. No further annuity payments are payable after the death of the last surviving Covered Life, and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if both Covered Lives die before the due date of the second payment.

If the GAWA percentage has not yet been determined, the GAWA percentage will be based on the Designated Life’s attained age at the time of election of this option. The GAWA percentage will not change after election of this option.

Specified Period Income of the GAWA. On the Latest Income Date if the For Life Guarantee is *not* in effect, the Owner may choose this income option instead of one of the other income options listed in the

Contract. (This income option only applies if the GMWB has been continued by the spousal Beneficiary and the spousal Beneficiary is not a Covered Life in which case the spouse becomes the Owner of the Contract and the Latest Income Date is based on the age of the spouse.)

This income option provides payments in a fixed dollar amount for a specific number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount, and no payments will be made in excess of the remaining GWB. The annual amount payable will equal the GAWA, except that the last payment may be a smaller amount equal to the then-remaining GWB. This annualized amount will be paid over the specific number of years in the frequency (no less frequently than annually) that the Owner selects. If the Owner should die before the payments have been completed, the remaining payments will be made to the Beneficiary, as scheduled.

The “Specified Period Income of the GAWA” income option may not be available if the Contract is issued as a tax-qualified Contract under Sections 401, 403, 408 or 457 of the Internal Revenue Code. For such Contracts, this income option will only be available if the guaranteed period is less than the life expectancy of the spouse at the time the option becomes effective.

See “Guaranteed Minimum Withdrawal Benefit General Considerations” and “Guaranteed Minimum Withdrawal Benefit Important Special Considerations” beginning on page 33 for additional things to consider before electing a GMWB; when electing to annuitize your Contract after having purchased a GMWB; or when the Latest Income Date is approaching and you are thinking about electing or have elected a GMWB.

Effect of GMWB on Tax Deferral. This GMWB may not be appropriate for Owners who have as a primary objective taking maximum advantage of the tax deferral that is available to them under an annuity contract to accumulate assets. Please consult your tax and financial professionals before adding this GMWB to a Contract.

Bonus. The primary purpose of the bonus is to act as an incentive for you to defer taking withdrawals. A bonus equal to a percentage of the Bonus Base (defined below) will be applied to the GWB at the end of each Contract Year within the Bonus Period (also defined below) if no withdrawals are taken during that Contract Year. The current Bonus percentage options are disclosed in a Rate Sheet Prospectus Supplement. To obtain a copy, please visit www.jackson.com/product-literature-2.html. For a list of historical Bonus percentage options, please see “Appendix I (Historical GMWB Bonus Percentages).” The percentage that actually applies under your GMWB is the one that is included as the bonus rate in the combination of Options that you elect. The bonus enables the GWB and GAWA to increase in a given Contract Year (even during a down market relative to your Contract Value allocated to the Investment Divisions). The increase, however, may not equal the amount that your Contract Value has declined. This description of the bonus feature is supplemented by the examples in Appendix C under section “I. LifeGuard Freedom Flex”, particularly example 10. The box below has more information about the bonus, including:

- How the bonus is calculated;
- What happens to the Bonus Base (and bonus) with a withdrawal, Premium payment, and any step-up;
- For how long the bonus is available; and
- When and what happens when the bonus is applied to the GWB.

The bonus equals a percentage of the Bonus Base, determined by your Bonus option election. The Bonus Base may vary after this GMWB is added to the Contract, as described immediately below.

- When this GMWB is added to the Contract, the Bonus Base equals the GWB.
- With a withdrawal, if that withdrawal, and all prior withdrawals in the current Contract Year, exceeds the greater of the GAWA and the RMD, as applicable, then the Bonus Base is set to the lesser of the GWB after, and the Bonus Base before, the withdrawal. This recalculation may reduce the Bonus Base because the Excess Withdrawal may reduce the GWB by more than the dollar amount of the withdrawal. Otherwise, there is no adjustment to the Bonus Base with withdrawals.
 - All withdrawals count, including: automatic withdrawals; RMDs for certain tax-qualified Contracts; withdrawals of asset allocation and advisory fees; and free withdrawals under the Contract.

- A withdrawal in a Contract Year during the Bonus Period (defined below) precludes a bonus for that Contract Year.
- With a Premium payment, the Bonus Base increases by the amount of the Premium payment net of any applicable Premium taxes.
- With any step-up (if the GWB increases upon step-up), the Bonus Base is set to the greater of the GWB after, and the Bonus Base before, the step-up.

The Bonus Base can never be more than \$10 million.

The bonus is applied at the end of each Contract Year during the Bonus Period, if there have been no withdrawals during that Contract Year. **Conversely, any withdrawal, including but not limited to automatic withdrawals and required minimum distributions, taken in a Contract Year during the Bonus Period causes the bonus not to be applied.** Once a bonus is credited, it cannot be forfeited. However, as outlined above, certain withdrawals will reduce the Bonus Base.

When the bonus is applied:

- The GWB is recalculated, increasing by a percentage of the Bonus Base, determined by your Bonus option election.
- If the Bonus is applied after the first withdrawal (in a prior year), the GAWA is then recalculated, equaling the greater of the GAWA percentage multiplied by the new GWB or the GAWA before the bonus.

Applying the bonus to the GWB does not affect the Bonus Base or GWB adjustment.

The Bonus is only available during the Bonus Period. The Bonus Period begins on the effective date of this GMWB. In addition, the Bonus Period will re-start at the time the Bonus Base increases due to a step-up so long as the step-up occurs on or before the Contract Anniversary immediately following the Designated Life's 80th birthday. (See example below.)

The Bonus Period ends on the earlier of:

- The tenth Contract Anniversary following (1) the effective date of the add-on benefit or (2) the most recent increase to the Bonus Base due to a step-up, if later; or
- The date the Contract Value is zero.

The Bonus Period re-starts if the Bonus Base increases due to a step-up. Because of this it is possible for the Bonus Period to expire and then re-start on a later Contract Anniversary. To facilitate the re-start of the Bonus Period in these circumstances, the Bonus Base will continue to be calculated even after the Bonus Period expires. Such a restart, however, will not reinstate any bonus that would have been credited on a prior date that was not within a Bonus Period.

The purpose of the re-start provision is to extend the period of time over which the Owner is eligible to receive a bonus. For example, assume this GMWB was added to a Contract on December 1, 2023. At that time, the bonus period is scheduled to expire on December 1, 2033 (which is the tenth Contract Anniversary following the effective date of the add-on benefit). If a step-up increasing the Bonus Base occurs on the third Contract Anniversary following the effective date of the add-on benefit (December 1, 2026), and the Designated Life is younger than age 80, the Bonus Period will re-start and will be scheduled to expire on December 1, 2036. Further, assuming that the next Bonus Base increase due to a step-up does not occur until December 1, 2038 (which is two years after the Bonus Period in this example expired) and that the Designated Life is still younger than age 80 at that time, the Bonus Period would re-start on December 1, 2038, and would be scheduled to expire on December 1, 2048. (Please also see Examples 6 and 7 in Appendix D under section "I. LifeGuard Freedom Flex" for more information regarding the re-start provision.)

Spousal continuation of a Contract with this GMWB does not affect the Bonus Period; Contract Anniversaries are based on the Contract's Issue Date.

APPENDIX K

HISTORICAL POST-ISSUE ELECTION RATES

Historical Post-Issue Add-On Benefit Charges

I. Flex GMWB

A. For Flex GMWBs issued August 28, 2023 through October 22, 2023

Flex GMWB GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Core	2.76%	1.47%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

II. Flex with Joint Option GMWB

A. For Flex with Joint Option GMWBs issued August 28, 2023 through October 22, 2023

Flex with Joint Option GMWB GAWA% Table

Options	Maximum Annual Charge	Current Annual Charge	Maximum Increase to Annual Charge (at one time)
Core	2.76%	1.38%	0.24%
Charge Basis	GWB		
Charge Frequency	Monthly		

Historical GAWA Percentages

I. Flex GMWB

A. For Flex GMWBs issued August 28, 2023 through October 22, 2023.

GAWA Percentages	
Ages	Core
35 - 59	3.75%
60 - 64	3.75%
65 - 69	5.00%
70 - 74	5.00%
75 - 80	5.25%
81+	5.50%

II. Flex with Joint Option GMWB

A. For Flex with Joint Option GMWBs issued August 28, 2023 through October 22, 2023.

GAWA Percentages	
Ages	Core
35 - 59	3.25%
60 - 64	3.25%
65 - 69	4.50%
70 - 74	4.50%
75 - 80	4.75%
81+	5.00%

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WHERE TO FIND ADDITIONAL INFORMATION

The Statement of Additional Information (SAI) dated October 21, 2024 contains more information about the Contracts and the Separate Account, and can be found online at <https://www.jackson.com/product-literature-2.html>. The SAI has been filed with the SEC and is incorporated by reference into this prospectus. For a free paper copy of the SAI, to request other information about the Contracts, and to make investor inquiries call us at 1-800-599-5651 or write to us at:

Jackson of NY Customer Care Center
P.O. Box 24068
Lansing, Michigan 48909-4068

Reports and other information about the Separate Account are available on the SEC's website at <https://www.sec.gov>, and copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: publicinfo@sec.gov.

Separate Account EDGAR contract identifier #C000218282

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Please note that recent changes to your delivery preferences may not be reflected with this mailing.

Please also note that if you own more than one variable contract with Jackson, your delivery preferences must be set up separately for each variable contract.

For legal mailings of this nature, it can take up to 60 days for your delivery preferences to take effect.