

rate of 1.25% of the daily net asset value of those Accounts. Travelers Insurance also assesses a semiannual contract administrative charge of \$15.

16. Travelers Insurance assesses charges for certain transactions an owner may make under the UA contract. If an owner surrenders his contract or takes a withdrawal, Travelers Insurance may assess a contingent deferred sales charge of 5% of the payment surrendered or withdrawn if the owner surrenders or withdraws the payment within five years of the payment's date. However, beginning in the second contract year, the owner may withdraw up to 10% of the cash value of his or her contract annually without Travelers Insurance assessing the contingent deferred sales charge. Travelers Insurance also reserves the right to assess a transfer charge on transfers an owner may make among the investments options available in the UA contract.

17. Each underlying fund and managed separate account has its own fees and expenses. Total annual operating expenses for the variable funding options range from .26% to 2.11% (based on the average daily net assets of the funding option, after expense reimbursement, as of December 31, 2001). Some of the underlying funds charge a 12b-1 fee against their assets. The total annual operating expenses for the Market Timed Accounts include market timing fees equal on an annual basis to 1.25% of the current value of the assets participating in the Tactical Asset Allocation program with CitiStreet. Travelers Insurance deducts this fee daily from the assets of the Market Timed Accounts. CitiStreet also charges a \$30 Tactical Asset Allocation application fee.

18. Travelers Insurance will deduct charges for any premium tax or other tax levied by any governmental entity from payments or cash value at death, surrender or annuitization, but no earlier than the time the contract incurs the tax.

19. If the owner or annuitant dies before an UA contract's maturity date, Travelers Insurance will pay the beneficiary a death benefit. The amount paid on the death of the annuitant depends on the age of the annuitant at death. If the annuitant dies on or after age 75, Travelers Insurance will pay the beneficiary the cash value of the contract. If the Annuitant dies before age 75, and before the maturity date, Travelers Insurance will pay the beneficiary the greater of: (a) Cash value; (b) total purchase payments made; or (c) the cash value on the most recent 5th multiple contract year anniversary less

any withdrawals made since that anniversary before Travelers Insurance receives proof of death. If an owner who is not the annuitant dies before the maturity date, Travelers Insurance will pay the beneficiary the cash value of the contract. If any owner or annuitant dies on or after the maturity date, Travelers Insurance will pay the beneficiary any benefit remaining under the annuity or income option then in effect.

20. If the annuitant is living on the maturity date, Travelers Insurance will pay the owner or his or her designated payee annuity or income payments beginning on that date. These payments may be in a single lump-sum payment, under five annuity options (*i.e.*, payments made based on the life of the annuitant), under three income options (*i.e.*, payments made for a fixed time not based on the life of the annuitant), or under any other mutually agreed upon annuity option. The owner may choose whether he or she would like all or part of his or her annuity payments to be made on a fixed or variable basis.

TRA Contract

21. Travelers Insurance and Travelers Life (depending on the state where the owner purchases the contract) issue the TRA contract to individuals or groups. An owner may purchase a TRA contract for a minimum initial payment of \$20,000 and submit additional payments of \$5,000 thereafter. Travelers Insurance/Travelers Life will add a purchase payment credit to each purchase payment that an owner makes if that owner elects the optional death benefit. Each company funds the purchase payment credits from the assets of its general account. The companies assess a higher mortality and expense risk charge for the optional death benefit, but will not require the owner to repay the amount of purchase payment credit to the relevant company should the owner surrender after the "right to return" period or take a withdrawal from his or her contract. Specifically, during the "right to return" period, a TRA owner who surrenders and who elects the optional death benefit will receive either purchase payments or contract value, depending on applicable state law; the owner will not bear any contract fees associated with the purchase payment credits. Should the owner exercise his or her "right to return" rights, the owner will be in the same position as if he or she had exercised the "right to return" right in a variable annuity contract that did not have purchase payment credits. The owner would, however, receive any gains, and the relevant company would

bear any losses attributable to the purchase payment credits.

22. An owner may allocate his or her payments to and transfer cash value among the variable funding options and the Fixed Account (where the current interest rate is 4% annually). Account Five and Account Six offer the same underlying fund options; each separate account has 61 subaccounts that are available for investment by TRA contract owners. These subaccounts invest in shares of a fund or portfolio of a mutual fund.

23. Subject to certain restrictions, an owner may transfer all or a portion of his or her investment between and among the subaccounts and the Fixed Account and between the Fixed Account and the subaccounts. Travelers Insurance and Travelers Life currently do not charge for transfers, but reserve the right to assess a transfer charge of up to \$10 on transfers exceeding 12 per year.

24. An owner may elect to enter into a separate advisory agreement with CitiStreet. For a fee, CitiStreet provides asset allocation advice under its CHART Program®.

25. A TRA owner may surrender his or her TRA contract or make a withdrawal of that contract's cash value at any time before the contract's maturity date. In addition, an owner may take withdrawals using a systematic withdrawal program. An owner also may choose to participate in the Managed Distribution Program, under which the owner may instruct Travelers Insurance/Travelers Life to calculate and make the minimum distributions that may be required by the Internal Revenue Service upon the owner's reaching age 70½.

26. There are various charges and deductions made under the TRA contract. Travelers Insurance/Travelers Life assesses a mortality and expense risk charge against the assets of Account Five/Account Six in an amount, computed daily, at an annual rate of .80% of the daily net asset value if the owner elects the standard death benefit, or 1.25%, if the owner elects the optional death benefit.

27. Travelers Insurance/Travelers Life will assess charges for certain transactions an owner may make under the TRA contract. If an owner surrenders his contract or makes a withdrawal, Travelers Insurance/Travelers Life may assess a withdrawal charge if the owner surrenders or withdraws the payment within five years of when the owner made that payment.

The charge is a percentage of the purchase payment and any applicable