Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V
Ameritas Variable Separate Account VL
Ameritas Variable Separate Account VA
Ameritas Variable Separate Account VA-2
("Separate Accounts")

Supplement to:
Corporate Benefit VUL, Overture Applause!, Overture Applause! II,
Overture Bravo!, Overture Encore!, Overture Life SPVUL,
Executive Select, Regent 2000,
Overture Annuity, Overture Annuity III-Plus,
and Allocator 2000 Annuity
Prospectuses Dated May 1, 2007

Overture Ovation! and Protector *h*VUL
Prospectuses Dated May 1, 2008

Overture Annuity II, Overture Annuity III,
Overture Accent!, and Overture Acclaim!
Prospectuses Dated September 1, 2009

Designer Annuity
Prospectus Dated May 1, 2010

Allocator 2000
Prospectus Dated September 1, 2010

Supplement Dated October 4, 2013

The Calvert Variable Series, Inc. Board of Directors approved, effective as of September 11, 2013, (1) the removal of New Amsterdam Partners LLC ("New Amsterdam") as an investment subadvisor for Calvert VP SRI Balanced Portfolio (the "Portfolio") and (2) the assumption of responsibility by the current investment advisor, Calvert Investment Management, Inc., for the day to day management of the equity assets previously managed by New Amsterdam.

Therefore, in the Separate Account Variable Investment Options section of your prospectus, the reference to New Amsterdam as subadvisor to the Portfolio is removed.

Please see the Portfolio prospectus, as supplemented, for more information.

All other provisions of your Policy remain as stated in your Policy and prospectus, as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VL,
Ameritas Variable Separate Account VA,
and Ameritas Variable Separate Account VA-2
("Separate Accounts")

Supplement to:
Corporate Benefit VUL, Overture Applause!,
Overture Applause! II, Overture Bravo!, Overture Encore!,
Overture Life SPVUL, UniVar, Overture Viva!,
Executive Select, Regent 2000,
Overture Annuity, Overture Annuity III-Plus,
and Allocator 2000 Annuity
Prospectuses Dated May 1, 2007

Overture Ovation! and Protector *h*VUL
Prospectuses Dated May 1, 2008

Overture Annuity II, Overture Annuity III,
Overture Accent!, and Overture Acclaim!
Prospectuses Dated September 1, 2009

Designer Annuity
Prospectus Dated May 1, 2010

Allocator 2000
Prospectus Dated September 1, 2010

Medley!
Prospectus Dated May 1, 2013

Supplement Dated August 16, 2013

This supplement describes changes to the variable investment options available under your Policy. You should read this information carefully and retain this supplement for future reference together with the Prospectus for your Policy. [All capitalized terms used but not defined herein have the same meaning as those included in the Prospectus.]

New Variable Investment Option

1. The list of variable investment options on page 1 of **Overture Annuity, Overture Annuity II, Overture Annuity III, Overture Annuity III-Plus, Overture Accent!, Overture Acclaim!, Medley!, Designer Annuity and Allocator 2000 Annuity** is revised to include the following: *

FIDELITY ® VIP Initial Class
• Money Market

* Short cites are used in this list. The **Separate Account Variable Investment Options** section of the prospectus uses complete fund and portfolio names.

2. The table of **Separate Account Variable Investment Options** is revised to include the following:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Money Market [1,2]	Current income.
Subadvisers: (1) Fidelity Investments Money Management, Inc. and (2) other investment advisers serve as sub-advisers for the fund.	

Portfolio Substitution

3. We have filed an application with the Securities and Exchange Commission (the "SEC") seeking an order approving the substitution of shares of the Fidelity VIP Money Market Portfolio, Initial Class for shares of the Calvert VP Money Market Portfolio.

The effect of the substitution would permit us to replace the Calvert VP Money Market Portfolio ("Existing Fund") with the Fidelity VIP Money Market Portfolio ("Replacement Fund") as an investment option under the Policies. The Existing Fund and Replacement Fund are described in their respective summary prospectuses, which are available at no charge by contacting Customer Service at 1-800-745-1112, or by logging into your account on the internet service center at Ameritas.com.

Until the date of the substitution, Policy value currently allocated to the Calvert VP Money Market Portfolio may remain invested in the corresponding Subaccount, and transfers of Policy value into and out of that Subaccount will be allowed. Any allocation to the Calvert VP Money Market Portfolio pursuant to an asset allocation model will continue according to the model until the date of any substitution unless we receive different allocation instructions from you.

We anticipate the substitution will occur on or around November 15, 2013. From the date of this supplement to the date of the substitution, if you have allocations to the Calvert VP Money Market Portfolio Subaccount, you may transfer such allocations to any other available Subaccount without any charge or limitation (except potentially harmful transfers (see “Disruptive Trading Procedures” in the Prospectus)) and without the transfer counting toward the number of free transfers that otherwise may be made in a given Policy Year.

If carried out, the proposed substitution would result in any Policy value you have allocated to the Subaccount funded by the Existing Fund being, in effect, transferred at relative net asset value to a Subaccount investing in the Replacement Fund. We will pay all expenses incurred in connection with the substitution. There would be no tax consequences resulting from this exchange. After the substitution, the Subaccount funded by the Existing Fund will no longer be available for investment under the Policy.

Once the substitution occurs, unless you instruct us otherwise, any existing or future instruction that designates the Subaccount funded by the Existing Fund will be deemed to be an instruction for the Subaccount funded by the Replacement Fund. This includes, but is not limited to, instructions for purchase payments, partial withdrawals, and transfer instructions (including instructions under any automatic or systematic transfer option). All references in your prospectus to the Existing Fund will be replaced with a reference to the Replacement Fund.

From the date of the substitution, until at least thirty (30) days after the substitution, you are permitted to transfer Policy value out of the Subaccount investing in the Replacement Fund to one or more other Subaccounts or the fixed account (if available) within the Policy without any charge or limitation (except potentially harmful transfers (see “Disruptive Trading Procedures” in the Prospectus)) and without the transfer being treated as one of a limited number of free transfers allowed under your Policy. If you would like to make a transfer of Policy value, please contact Customer Service at 1-800-745-1112, or log into your account on the internet service center at Ameritas.com.

Information about the Replacement Fund, its investment policy, risks, fees and expenses and other aspects of its operations, can be found in its prospectus, which you should read carefully. THERE IS NO ASSURANCE THAT ANY NEW FUND WILL ACHIEVE ITS STATED OBJECTIVE.

If you have any questions about this proposed substitution, please contact a Customer Service representative at 1-800-745-1112.

All other provisions of your Policy remain as stated in your Policy and prospectus, as previously supplemented.

Please retain this supplement with the current prospectus for your variable policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V
Ameritas Variable Separate Account VA-2
("Separate Account")

Supplement to:
Corporate Benefit VUL, Overture Applause!,
Overture Applause! II, Overture Bravo!, Overture Encore!,
Overture Life SPVUL,
Overture Annuity, and Overture Annuity III-Plus
Prospectuses Dated May 1, 2007

Overture Ovation! and Protector *h*VUL
Prospectuses Dated May 1, 2008

Overture Annuity II, Overture Annuity III,
Overture Accent!, and Overture Acclaim!
Prospectuses Dated September 1, 2009

Medley! and Overture Medley ®
Prospectuses Dated May 1, 2013

Supplement Dated July 15, 2013

At its April board meeting, the Board of Trustees of the MFS® Strategic Income Series, a series of MFS Variable Insurance Trust (the "Target Fund") approved the proposed reorganization of the Target Fund into the MFS® Strategic Income Portfolio, a series of MFS® Variable Insurance Trust II (the "Acquiring Fund"). The proposed reorganization provides for the transfer of assets to and the assumption of liabilities of the Target Fund by the Acquiring Fund in exchange solely for shares of the Acquiring Fund and the distribution of Acquiring Fund shares to the shareholders of the Target Fund in complete liquidation and termination of the Target Fund. The proposed reorganization is subject to approval by the shareholders of the Target Fund at a Special Meeting of Shareholders expected to be held on August 8, 2013. Proxies for the reorganization were filed with the SEC. If shareholders approve the reorganization, the reorganization will occur on or around August 16, 2013 (the "Effective Date"). At that time, Ameritas Life Policy Owners who are invested in the Subaccount corresponding to the Target Fund will become invested in the Subaccount corresponding to the Acquiring Fund. Specifically, such Policy Owners will receive units of the Subaccount investing in the Initial Class shares of the Acquiring Fund equal to the value of their units of the Subaccount investing in the Initial Class shares of the Target Fund.

As of the Effective Date, Ameritas Life will add the Acquiring Fund subaccount investment option to your Policy and will add the following information to your prospectus to describe the underlying portfolio for the investment option.

1. The list of variable investment options will be revised to include MFS® Strategic Income Portfolio, Initial Class.

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® Strategic Income Portfolio, Initial Class	Seeks total return with an emphasis on high current income, but also considering capital appreciation.

2. In the prospectus for Overture Medley ®, the table of **PORTFOLIO COMPANY OPERATING EXPENSES** for the year ended December 31, 2012 will be revised to include the following:

Subaccount's underlying Portfolio Name *	Management Fees	12b-1 Fees	Other Fees	Acquired Fund Fees and Expenses**	Total Portfolio Fees	Waivers and Reductions (Recoupment)	Total Expenses *after Waivers and Reductions, if any*
MFS® VIT II, Initial Class							
Strategic Income	0.70%	-	0.32%	0.01%	1.03%	-	1.03%(1)

MFS (1) Massachusetts Financial Services company has agreed in writing to bear the fund's expenses, excluding interest, taxes, extraordinary expenses, brokerage and transaction costs, and investment–related expenses (such as interest and borrowing expenses incurred in connection with the fund's investment activity, and fees and expenses associated with investments in investment companies and other similar investment vehicles), such that "Total Portfolio Fees" do not exceed 0.90% of the fund's average daily net assets annually. This written agreement will continue until modified by the fund's Board of Trustees, but such agreement will continue until at least April 30, 2014.

* Short cites are used in this list. The **INVESTMENT OPTIONS** section uses complete Portfolio names.

** Some portfolios invest in other investment companies (the "acquired portfolios"). In these instances, portfolio shareholders indirectly bear the fees and expenses of the acquired portfolios.

In addition, at the time of the reorganization, your Policy prospectus is revised by deleting all mention of the MFS® Variable Insurance Trust Strategic Income Series, Initial Class. For more information, please refer to the prospectus of the Acquiring Fund.

All other provisions of your Policy will remain as stated in your Policy and prospectus as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V
Ameritas Variable Separate Account VA-2
("Separate Accounts")

Supplement to:
Overture Life SPVUL and Overture Annuity
Prospectuses Dated May 1, 2007

Supplement Dated May 1, 2013

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Balanced Portfolio, Class I-2	Current income and long-term capital appreciation.
Calvert Variable Products, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP EAFE International Index Portfolio, Class I – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Calvert VP S&P 500 Index Portfolio ** – *Ameritas Investment Partners, Inc. ("AIP")* (includes assets merged from Calvert VP SRI Strategic Portfolio as of April 30, 2013)	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, Class I ** – *AIP*	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Value Portfolio – *No Subadviser*	Long-term capital appreciation.
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP Money Market Portfolio – *No Subadviser*	Money market: current income.
Calvert VP Small Cap Growth Portfolio – *Eagle Asset Management, Inc.*	Long-term capital appreciation.
Calvert VP SRI Balanced Portfolio – *Equity Portion: New Amsterdam Partners LLC; Fixed Income Portion: No Subadviser*	Income and capital growth.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Asset Manager[SM] Portfolio, Initial Class [1,2,3,4]	Total return.
Fidelity® VIP Asset Manager: Growth® Portfolio, Initial Class [1,2,3,4]	Total return.
Fidelity® VIP Contrafund® Portfolio, Initial Class [2,4]	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio, Initial Class [2,4]	Index: S&P 500® Index. **
Fidelity® VIP Growth Portfolio, Initial Class [2,4]	Capital Appreciation.
Fidelity® VIP High Income Portfolio, Initial Class [2,4]	Income and growth.
Fidelity® VIP Investment Grade Bond Portfolio, Initial Class [1,4]	Bond.
Fidelity® VIP Overseas Portfolio, Initial Class [2,4]	Long-term growth.
Subadvisers: (1) Fidelity Investments Money Management, Inc., (2) FMR Co., Inc., (3) Geode Capital Management, LLC; and (4) other investment advisers serve as sub-advisers for the fund.	
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco V.I. Global Core Equity Fund, Series I	Long-term capital appreciation by investing primarily in equity securities of issuers throughout the world, including U.S. issuers.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Strategic Income Series, Initial Class	Seeks total return with emphasis on high current income, but also considering capital appreciation.
MFS® Utilities Series, Initial Class	Seeks total return.

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company and Morgan Stanley Investment Management Limited*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
UIF Global Tactical Asset Allocation Portfolio, Class I	Total return.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* These funds are part of Ameritas Mutual Holding Company ("Ameritas"), the ultimate parent of Ameritas Life. The funds' investment adviser and Ameritas Investment Partners, Inc. (named Summit Investment Advisors, Inc. prior to May 1, 2013) are indirect subsidiaries of Ameritas. Calvert Investment Distributors, Inc., the underwriter for these funds, is also an indirect subsidiary of Ameritas.

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2. Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2012.

3. Ameritas Investment Partners, Inc. was named Summit Investment Advisors, Inc. prior to May 1, 2013. All references to Summit Investment Advisors, Inc. in your prospectus are changed to Ameritas Investment Partners, Inc. to reflect the name change.

All other provisions of your Policy remain as stated in your Policy and prospectus as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V
Ameritas Variable Separate Account VA-2
("Separate Accounts")

Supplement to:

Overture Life SPVUL, Overture Applause!, Overture Applause! II, Overture Encore!, Corporate Benefit VUL, and Overture Bravo!
Prospectuses Dated May 1, 2007

Overture Ovation! and Protector *h*VUL
Prospectuses Dated May 1, 2008

Excel Performance VUL
Prospectus Dated May 1, 2012

Overture Annuity and Overture Annuity III-Plus
Prospectuses Dated May 1, 2007

Overture Annuity II, Overture Annuity III, Overture Acclaim!, and Overture Accent!
Prospectuses Dated September 1, 2009

Medley!
Prospectus Dated May 1, 2012

Overture Medley ®
Prospectus Dated August 27, 2012

Supplement Dated January 18, 2013

The Calvert Variable Series, Inc. Board of Directors (the "Board") approved (i) the removal of the investment subadviser for Calvert VP SRI Strategic Portfolio (the "Portfolio") and (ii) the assumption of the day-to-day management of the Portfolio by the current investment adviser, Calvert Investment Management, Inc., effective as of December 13, 2012. The portfolio manager change does not affect the Portfolio's investment objective.

The Board also approved the reorganization of the Portfolio into the Calvert VP S&P 500 Index Portfolio and recommended approval of the reorganization by Portfolio shareholders. If the Portfolio's shareholders approve the reorganization, the Portfolio will be merged into the Calvert VP S&P 500 Index Portfolio on or about April 30, 2013. If your variable annuity or variable life insurance policy remains invested in Portfolio shares at the time the reorganization is consummated, your Portfolio shares will be replaced by shares of Calvert VP S&P 500 Index Portfolio and thereafter the value of your Account will depend on the performance of Calvert VP S&P 500 Index Portfolio, rather than that of the Portfolio.

The portion of the Separate Account Variable Options chart relating to this Portfolio is revised to read as follows:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP SRI Strategic Portfolio – *No Subadviser*	Long-term capital appreciation; current income is secondary.

* This fund is part of Ameritas Mutual Holding Company ("Ameritas ®"), the ultimate parent of Ameritas Life. The fund's investment adviser and Calvert Investment Distributors, Inc., the underwriter for this fund, are indirect subsidiaries of Ameritas.

All other provisions of your Policy remain as stated in your Policy and prospectus.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VL,
Ameritas Variable Separate Account VA,
and Ameritas Variable Separate Account VA-2
("Separate Accounts")

Supplement to:
Corporate Benefit VUL, Overture Applause!,
Overture Applause! II, Overture Bravo!, Overture Encore!,
Overture Life SPVUL, UniVar, Overture Viva!,
Executive Select, Regent 2000,
Overture Annuity, Overture Annuity III-Plus,
and Allocator 2000 Annuity
Prospectuses Dated May 1, 2007

Overture Ovation! and Protector *h*VUL
Prospectuses Dated May 1, 2008

Overture Annuity II, Overture Annuity III,
Overture Accent!, and Overture Acclaim!
Prospectuses Dated September 1, 2009

Designer Annuity
Prospectus Dated May 1, 2010

Allocator 2000
Prospectus Dated September 1, 2010

and Statements of Additional Information

Supplement Dated May 2, 2012

On May 2, 2012, the members of UNIFI ® Mutual Holding Company ("UNIFI ®") approved an amendment to change the company's name to "Ameritas Mutual Holding Company." Therefore, all references to UNIFI ® Mutual Holding Company in your prospectus, supplements, and Statement of Additional Information are changed to Ameritas Mutual Holding Company. The short cite for the new company name is "Ameritas;" therefore, all references to UNIFI ® are changed to Ameritas.

All other provisions of your Policy remain as stated in your Policy, prospectus, supplements, and Statement of Additional Information.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V
Ameritas Variable Separate Account VA-2
("Separate Accounts")

Supplement to:
Overture Life SPVUL and Overture Annuity
Prospectuses Dated May 1, 2007

Supplement Dated May 1, 2012

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Balanced Portfolio, Class I-2	Current income and long-term capital appreciation.
Calvert Variable Products, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP EAFE International Index Portfolio, Class I – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Calvert VP S&P 500 Index Portfolio ** – *Summit Investment Advisors, Inc. ("Summit")*	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, Class I ** – *Summit*	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Value Portfolio – *No Subadviser*	Long-term capital appreciation
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP Money Market Portfolio – *No Subadviser*	Money market: current income.
Calvert VP Small Cap Growth Portfolio – *Eagle Asset Management, Inc.*	Long-term capital appreciation.
Calvert VP SRI Balanced Portfolio – *Equity Portion: New Amsterdam Partners LLC; Fixed Income Portion: No Subadviser*	Income and capital growth.
Calvert VP SRI Strategic Portfolio – *Thornburg Investment Management, Inc.*	Long-term capital appreciation; current income is secondary.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Asset Manager℠ Portfolio, Initial Class [1,2,3]	Total return.
Fidelity® VIP Asset Manager: Growth® Portfolio, Initial Class [1,2,3]	Total return.
Fidelity® VIP Contrafund® Portfolio, Initial Class [2,3]	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio, Initial Class [2,3]	Index: S&P 500® Index. **
Fidelity® VIP Growth Portfolio, Initial Class [2,3]	Capital Appreciation.
Fidelity® VIP High Income Portfolio, Initial Class [2,3]	Income and growth.
Fidelity® VIP Investment Grade Bond Portfolio, Initial Class [1,3]	Bond.
Fidelity® VIP Overseas Portfolio, Initial Class [2,3]	Long-term growth.
Subadvisers: (1) Fidelity Investments Money Management, Inc., (2) FMR Co., Inc., and (3) other investment advisers serve as sub-advisers for the fund.	
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco V.I. Global Core Equity Fund, Series I (named Invesco Van Kampen V.I. Global Value Equity Fund prior to April 30, 2012)	Long-term capital appreciation by investing primarily in equity securities of issuers throughout the world, including U.S. issuers.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Strategic Income Series, Initial Class	Seeks total return with emphasis on high current income, but also considering capital appreciation.
MFS® Utilities Series, Initial Class	Seeks total return.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company and Morgan Stanley Investment Management Limited*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
UIF Global Tactical Asset Allocation Portfolio, Class I	Total Return.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* These funds are part of and their investment adviser and Summit are indirect subsidiaries of the UNIFI ® Mutual Holding Company (UNIFI ®), the ultimate parent of Ameritas Life. Also, Calvert Investment Distributors, Inc., an indirect subsidiary of UNIFI ®, is the underwriter for these funds.

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2. Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2011.

All other provisions of your Policy remain as stated in your Policy and prospectus as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V
Ameritas Variable Separate Account VA-2
("Separate Accounts")

Supplement to:
Overture Life SPVUL and Overture Annuity
Prospectuses Dated May 1, 2007

Supplement Dated May 1, 2011

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Balanced Portfolio, Class I-2	Current income and long-term capital appreciation.
Calvert Variable Products, Inc.*	**Calvert Investment Management, Inc.** **(Named Calvert Asset Management Company, Inc. prior to 4/30/11)**
Calvert VP EAFE International Index Portfolio, Class I – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Calvert VP S&P 500 Index Portfolio – *Summit Investment Advisors, Inc. ("Summit")*	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, Class I – *Summit*	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Value Portfolio – *No Subadviser*	Long-term capital appreciation.
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.** **(Named Calvert Asset Management Company, Inc. prior to 4/30/11)**
Calvert VP Money Market Portfolio – *No Subadviser*	Money market: current income.
Calvert VP Small Cap Growth Portfolio – *Eagle Asset Management, Inc.*	Long-term capital appreciation.
Calvert VP SRI Balanced Portfolio – *Equity Portion: New Amsterdam Partners LLC; Fixed Income Portion: No Subadviser*	Income and capital growth.
Calvert VP SRI Strategic Portfolio – *Thornburg Investment Management, Inc.*	Long-term capital appreciation; current income is secondary.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Asset Manager℠ Portfolio, Initial Class [1,2,3,4]	Total return.
Fidelity® VIP Asset Manager: Growth® Portfolio, Initial Class [1,2,3,4]	Total return.
Fidelity® VIP Contrafund® Portfolio, Initial Class [1,2,3]	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio, Initial Class [1,2,3]	Index: S&P 500 Index.
Fidelity® VIP Growth Portfolio, Initial Class [1,2,3]	Capital Appreciation.
Fidelity® VIP High Income Portfolio, Initial Class [1,2]	Income and growth.
Fidelity® VIP Investment Grade Bond Portfolio, Initial Class [1,4]	Bond.
Fidelity® VIP Overseas Portfolio, Initial Class [1,2,3]	Long-term growth.
Subadvisers: (1) Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited; (2) FMR Co., Inc., Fidelity Investments Japan Limited; (3) Fidelity Management & Research (U.K.) Inc.; and (4) Fidelity Investments Money Management, Inc.	
AIM Variable Insurance Funds **(Invesco Variable Insurance Funds)**	**Invesco Advisers, Inc.**
Invesco Van Kampen V.I. Global Value Equity Fund, Series I (UIF Global Value Equity Portfolio prior to merger 6/1/10)	Long-term capital appreciation by investing primarily in equity securities of issuers throughout the world, including U.S. issuers.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Strategic Income Series, Initial Class	Seeks total return with emphasis on high current income, but also considering capital appreciation.
MFS® Utilities Series, Initial Class	Seeks total return.
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company ("MSIMC") and Morgan Stanley Investment Management Limited ("MSIML")*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
UIF Global Tactical Asset Allocation Portfolio, Class I – *MSIML and MSIMC* (UIF International Magnum prior to 10/29/10)	Total Return.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* These funds are part of and their investment adviser and Summit are indirect subsidiaries of the UNIFI ® Mutual Holding Company (UNIFI ®), the ultimate parent of Ameritas Life. Also, Calvert Investment Distributors, Inc. (named Calvert Distributors, Inc. prior to 4/30/11), an indirect subsidiary of UNIFI ®, is the underwriter for these funds.

2. Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2010.

3. The prospectus sections on systematic transfer programs (Dollar Cost Averaging, Portfolio Rebalancing, and Earnings Sweep) are revised by deleting the phrase "or by Internet when available" each time it appears in that section. We currently do not process Internet instructions for systematic programs, although the Internet may be used for other Policy communications, as stated in the **Transfers** section of your prospectus.

All other provisions of your Policy remain as stated in your Policy and prospectus as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("Ameritas Life")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
("Separate Accounts")

Supplement to:

Corporate Benefit VUL, Overture Applause!®,
Overture Applause! II, Overture Bravo!®, Overture Encore!,
Overture Life SPVUL,
Overture Annuity, and Overture Annuity III-Plus
Prospectuses Dated May 1, 2007

Overture Ovation!
Prospectus Dated May 1, 2008

Overture Annuity II, Overture Annuity III,
Overture Accent!, and Overture Acclaim!
Prospectuses Dated September 1, 2009

Overture Medley®
Prospectus Dated May 1, 2010

Supplement Dated October 29, 2010

The Board of Directors of The Universal Institutional Funds, Inc. (the "Fund") approved, among other changes, changes to the name and investment objective of the UIF International Magnum Portfolio (the "Portfolio") at a meeting held on June 17-18, 2010. Investment objective changes require stockholder approval, which was provided by stockholders of record at a Special Meeting held September 16, 2010. Therefore, on or about October 29, 2010, the Portfolio's name will be changed to "UIF Global Tactical Asset Allocation Portfolio" and the investment objective will be changed to "total return."

1. All references to the UIF International Magnum Portfolio in your variable product prospectus listed above are changed to "UIF Global Tactical Asset Allocation Portfolio," or if a short cite is used, to "Global Tactical Asset Allocation."

2. The portfolio objectives charts in the Separate Account Variable Investment Options sections of the variable product prospectuses listed above are updated as follows:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Strategy
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Global Tactical Asset Allocation Portfolio, Class I – *Morgan Stanley Investment Management Limited and Morgan Stanley Investment Management Company*	Total return.

All other provisions of your Policy remain as stated in your Policy and prospectus as previously supplemented.

Please see the UIF Global Tactical Asset Allocation Portfolio prospectus for more information.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("Ameritas Life")

AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
AMERITAS VARIABLE SEPRATE ACCOUNT V
("Separate Accounts")

Supplement to:
OVERTURE ANNUITY, OVERTURE ANNUITY III-Plus,
CORPORATE BENEFIT VUL, OVERTURE APPLAUSE!,
OVERTURE APPLAUSE! II, OVERTURE BRAVO!, OVERTURE ENCORE!,
OVERTURE LIFE SPVUL, and OVERTURE VIVA!℠
Prospectuses Dated May 1, 2007

OVERTURE OVATION! and PROTECTOR *h*VUL
Prospectuses Dated May 1, 2008

OVERTURE ANNUITY II, OVERTURE ANNUITY III,
OVERTURE ACCENT! ®, and OVERTURE ACCLAIM! ®
Prospectuses Dated September 1, 2009

Overture Medley ® and Excel Performance VUL
Prospectuses Dated May 1, 2010

and Supplement to
Ameritas Variable Separate Account VA-2
Ameritas Variable Separate Account V
Statements of Additional Information Dated May 1, 2010

Supplement Dated July 12, 2010

This supplement amends certain disclosures contained in the above-referenced prospectuses and Statements of Additional Information ("SAI"). Please keep this supplement together with your prospectus and SAI for future reference.

Effective as of July 1, 2010, Summit Investment Advisors, Inc. ("SIA") is responsible for the day-to-day management of certain Calvert Variable Products, Inc. Portfolios and has assumed all of the rights and obligations of Summit Investment Partners, Inc. ("SIP") under the Investment Subadvisory Agreement between SIP and Calvert Asset Management Company, Inc., the Advisor to the Portfolios, dated December 12, 2008. This change is the result of an internal corporate reorganization. Due to the common ownership, management and control of SIA and SIP this change does not constitute an "assignment" under the Investment Company Act of 1940 or the Investment Advisers Act of 1940. SIA is an indirect subsidiary of UNIFI Mutual Holding Company, the ultimate parent of Ameritas Life.

Accordingly, as of July 1, 2010, all funds that were previously sub-advised by SIP are now sub-advised by SIA. Therefore, all references to SIP are changed to read SIA in the **INVESTMENT OPTIONS** section of your prospectus, as well as the Asset Allocation Program section of the SAI.

All other provisions of your Policy remain as stated in your Policy, prospectus and SAI, as previously amended.

This supplement should be retained with the current prospectus and SAI for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus or SAI, please contact Ameritas Life at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP. ("Ameritas")

AMERITAS VARIABLE SEPARATE ACCOUNT V
and
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
("Separate Accounts")

Supplement to:
CORPORATE BENEFIT VUL, OVERTURE APPLAUSE!,
OVERTURE APPLAUSE! II, OVERTURE BRAVO!, OVERTURE ENCORE!,
OVERTURE LIFE SPVUL,
OVERTURE ANNUITY and OVERTURE ANNUITY III-Plus
Prospectuses Dated May 1, 2007

OVERTURE OVATION!
Prospectus Dated May 1, 2008

OVERTURE ANNUITY II, OVERTURE ANNUITY III,
OVERTURE ACCENT! ®, and OVERTURE ACCLAIM! ®
Prospectuses Dated September 1, 2009

Overture Medley ®
Prospectus Dated May 1, 2010

Supplement Dated May 20, 2010

On May 11, 2010, shareholders of the UIF Global Value Equity Portfolio, Class I, a portfolio of The Universal Institutional Funds, Inc. (the "UIF Portfolio"), approved an Agreement and Plan of Reorganization to combine the assets and liabilities of the UIF Portfolio with those of the Invesco Van Kampen V.I. Global Value Equity Fund (the "Invesco Portfolio"). The reorganized portfolio will have the Invesco Portfolio name and adviser, but will use historical information of the UIF Portfolio for accounting, financial, and other purposes, such as portfolio operating expenses and annuity accumulation unit values.

It is anticipated that the portfolio reorganization will be final on or about June 1, 2010. At that time, shareholders of the UIF Portfolio will become shareholders of the Invesco Portfolio, receiving shares of the Invesco Portfolio equal to the value of their holdings in the UIF Portfolio. Each shareholder of the UIF Portfolio will receive Series I shares, which corresponds to the Class I shares of the UIF Portfolio currently held by that shareholder.

Therefore, on or about June 1, 2010, your prospectus is revised by deleting all references to the UIF Portfolio and replacing such text with references to the Invesco Portfolio. Specifically, the prospectus chart that discloses subaccount underlying portfolio names and investment advisers is updated by deleting information about the UIF Global Value Equity Portfolio, Class I from The Universal Institutional Funds, Inc. section of the chart and adding information about the Invesco Portfolio to the Invesco Variable Insurance Funds section, to read as follows:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Strategy
AIM Variable Insurance Funds **(Invesco Variable Insurance Funds)**	**Invesco Advisers, Inc.**
Invesco Van Kampen V.I. Global Value Equity Fund, Series I – *Invesco Asset Management Limited and Morgan Stanley Investment Management Limited*	Long-term capital appreciation.

Please see the Invesco Van Kampen V.I. Global Value Equity Fund prospectus for more information.

All other provisions of your prospectus remain as stated in your Policy and prospectus.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("AMERITAS")

AMERITAS VARIABLE SEPARATE ACCOUNT V and
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
("Separate Accounts")

Supplement to:
OVERTURE LIFE SPVUL and
OVERTURE ANNUITY
Prospectuses Dated May 1, 2007

Supplement Dated May 1, 2010

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Strategy
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Balanced Portfolio, Class I-2	Current income and long-term capital appreciation.
Calvert Variable Products, Inc.*	**Calvert Asset Management Company, Inc.**
Calvert VP EAFE International Index Portfolio – *World Asset Management, Inc.* (Summit EAFE International Index Portfolio prior to 5/1/10)	Index: MSCI EAFE Index.
Calvert VP S&P 500 Index Portfolio – *Summit Investment Partners, Inc. ("Summit")* (Summit S&P 500 Index Portfolio prior to 5/1/10)	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio – *Summit* (Summit S&P MidCap 400 Index Portfolio prior to 5/1/10)	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Value Portfolio – *No Subadviser* (Summit Zenith Portfolio prior to 5/1/10)	Long-term capital appreciation
Calvert Variable Series, Inc.*	**Calvert Asset Management Company, Inc.**
Calvert VP Money Market Portfolio – *No Subadviser* (Ameritas Money Market Portfolio prior to 5/1/10)	Money market: current income.
Calvert VP Small Cap Growth Portfolio – *Eagle Asset Management, Inc.* (Ameritas Small Capitalization Portfolio prior to 5/1/10)	Long-term capital appreciation.
Calvert VP SRI Balanced Portfolio – *Equity Portion: New Amsterdam Partners LLC; Fixed Income Portion: No Subadviser* (CVS Calvert Social Balanced Portfolio prior to 5/1/10)	Income and capital growth.
Calvert VP SRI Strategic Portfolio – *Thornburg Investment Management, Inc.* (Ameritas Core Strategies Portfolio prior to 5/1/10)	Long-term capital appreciation; current income is secondary.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Asset Manager[SM] Portfolio, Initial Class [1,2,3,4]	Total return.
Fidelity® VIP Asset Manager: Growth® Portfolio, Initial Class [1,2,3,4]	Total return.
Fidelity® VIP Contrafund® Portfolio, Initial Class [1,2,3]	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio, Initial Class [1,2,3]	Index: S&P 500 Index.
Fidelity® VIP Growth Portfolio, Initial Class[1,2,3]	Capital Appreciation.
Fidelity® VIP High Income Portfolio, Initial Class [1,2]	Income and growth.
Fidelity® VIP Investment Grade Bond Portfolio, Initial Class [1,4]	Bond.
Fidelity® VIP Overseas Portfolio, Initial Class [1,2,3]	Long-term growth.
- Subadvisers: (1)Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited; (2) FMR Co., Inc., Fidelity Investments Japan Limited; (3) Fidelity Management & Research (U.K.) Inc.; and (4) Fidelity Investments Money Management, Inc.	
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Capital appreciation.
MFS® Strategic Income Series, Initial Class	Total return with emphasis on high current income, but also considering capital appreciation.
MFS® Utilities Series, Initial Class	Total return.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Strategy
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company ("MSIMC")and Morgan Stanley Investment Management Limited ("MSIML")*	Long-term capital appreciation.
UIF Global Value Equity Portfolio, Class I – *MSIML*	Long-term capital appreciation.
UIF International Magnum Portfolio, Class I – *MSIML, Morgan Stanley Asset & Investment Trust Management Co., Limited and MSIMC*	Long-term capital appreciation.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation.

* These funds are part of, and their investment adviser and Summit are indirect subsidiaries of the UNIFI Mutual Holding Company, the ultimate parent of Ameritas. Also, Calvert Distributors, Inc., an indirect subsidiary of UNIFI, is the underwriter for these funds.

Please see the respective portfolio prospectuses, which accompany this supplement, for more information.

2. The following paragraphs are added to your prospectus Separate Account and Transfers sections:

Resolving Material Conflicts – Underlying Investment Interests
In addition to serving as underlying portfolios to the Subaccounts, the portfolios are available to registered separate accounts of other insurance companies offering variable annuity and variable life insurance contracts. We do not currently foresee any disadvantages to you resulting from the fund companies selling portfolio shares to fund other products. However, there is a possibility that a material conflict of interest may arise between Policy Owners and the owners of variable contracts issued by other companies whose values are allocated to one of the portfolios. Shares of some of the portfolios may also be sold to certain qualified pension and retirement plans qualifying under section 401 of the Internal Revenue Code. As a result, there is a possibility that a material conflict may arise between the interests of Owners or owners of other contracts (including contracts issued by other companies), and such retirement plans or participants in such retirement plans. In the event of a material conflict, we will take any necessary steps to resolve the matter, including removing that portfolio as an underlying investment option of the Separate Account. The Board of Directors of each fund company will monitor events in order to identify any material conflicts that may arise and determine what action, if any, should be taken in response to those events or conflicts. See the accompanying prospectuses of the portfolios for more information.

Omnibus Orders
Purchase and redemption orders received by the portfolios generally are "omnibus" orders from intermediaries such as retirement plans and separate accounts funding variable insurance products. The omnibus orders reflect the aggregation and netting of multiple orders from individual retirement plan participants and individual owners of variable insurance products. The omnibus nature of these orders may limit the ability of the portfolios to apply their respective disruptive trading policies and procedures. We cannot guarantee that the portfolios will not be harmed by transfer activity relating to the retirement plans or other insurance companies that may invest in the portfolios. These other insurance companies are responsible for their own policies and procedures regarding frequent transfer activity. If their policies and procedures fail to successfully discourage harmful transfer activity, it will affect other owners of portfolio shares, as well as the owners of all variable life insurance or variable annuity contracts, including ours, whose variable investment options correspond to the affected portfolios. In addition, if a portfolio believes that an omnibus order that we submit may reflect one or more transfer requests from Owners engaged in disruptive trading, the portfolio may reject the entire omnibus order and thereby delay or prevent us from implementing your request.

Any references to "mixed and shared funding" are deleted from the prospectus.

3. References to Rule 12h-7 are deleted and replaced with the following text:

Ameritas relies on the exemption provided by Rule 12h-7 to file reports under the Securities Exchange Act of 1934.

All other provisions of your prospectus remain as stated in your Policy and prospectus as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("AMERITAS")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VL,
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
and
AMERITAS VARIABLE SEPARATE ACCOUNT VA
("Separate Accounts")

Supplement to:
CORPORATE BENEFIT VUL, OVERTURE APPLAUSE!,
OVERTURE APPLAUSE! II, OVERTURE BRAVO!, OVERTURE ENCORE!,
OVERTURE LIFE SPVUL, OVERTURE VIVA℠,
ALLOCATOR 2000, EXECUTIVE SELECT, REGENT 2000,
OVERTURE ANNUITY, OVERTURE ANNUITY III-Plus,
ALLOCATOR 2000 ANNUITY and DESIGNER ANNUITY
Prospectuses Dated May 1, 2007

OVERTURE OVATION! and PROTECTOR *h*VUL
Prospectuses Dated May 1, 2008

Excel Performance VUL
Prospectus Dated May 1, 2009

OVERTURE ANNUITY II, OVERTURE ANNUITY III,
OVERTURE ACCENT®! and OVERTURE ACCLAIM®!
Prospectuses Dated September 1, 2009

Supplement Dated January 8, 2010

Effective December 11, 2009, the Calvert Variable Series, Inc. Board of Directors approved changes to the Subadviser and Portfolio Type for the Ameritas MidCap Growth Portfolio and Social International Equity Portfolio.

Therefore, for the products listed above, the portfolio objectives chart found in the Separate Account Variable Investment Options section is updated to read as follows:

FUND NAME **Portfolio Name –** *Subadviser(s)*	**INVESTMENT ADVISER** **Portfolio Type / Summary of Investment Strategy**
Calvert Variable Series, Inc.*	**Calvert Asset Management Company, Inc.**
Ameritas MidCap Growth Portfolio ** – *Summit Investment Partners, Inc.*	Index: S&P MidCap 400 Index.
Social International Equity Portfolio *** – *World Asset Management, Inc.*	Index: MSCI EAFE Index.

* This fund and its investment adviser are part of the UNIFI Mutual Holding Company ("UNIFI"), the ultimate parent of Ameritas.

** Portfolio not available for the ALLOCATOR 2000 ANNUITY, DESIGNER ANNUITY, ALLOCATOR 2000, EXECUTIVE SELECT and REGENT 2000. Due to the affiliation between the Adviser (a subsidiary of Calvert Group, Ltd., which is a subsidiary of UNIFI) and Summit, this change in sub-adviser is subject to shareholder approval. A filing is being made with the Securities and Exchange Commission detailing this change and will be sent to shareholders on or about February 15, 2010.

*** Portfolio not available for VIVA.

All other provisions of your Policy remain as stated in your Policy and prospectus, as previously supplemented.

Please see the respective Calvert Variable Series, Inc. portfolio prospectus and supplement for more information.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("AMERITAS")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VL,
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
and
AMERITAS VARIABLE SEPARATE ACCOUNT VA
("Separate Accounts")

Supplement to:
OVERTURE LIFE SPVUL, OVERTURE APPLAUSE!, OVERTURE APPLAUSE! II,
OVERTURE ENCORE!, OVERTURE BRAVO!, CORPORATE BENEFIT VUL,
ALLOCATOR 2000, EXECUTIVE SELECT, REGENT 2000,
OVERTURE ANNUITY, OVERTURE ANNUITY III-Plus,
ALLOCATOR 2000 ANNUITY, and DESIGNER ANNUITY
Prospectuses Dated May 1, 2007

OVERTURE OVATION! and PROTECTOR *h*VUL
Prospectuses Dated May 1, 2008

Excel Performance VUL
Prospectus Dated May 1, 2009

OVERTURE ANNUITY II, OVERTURE ANNUITY III,
OVERTURE ACCENT®!, and OVERTURE ACCLAIM®!
Prospectuses Dated September 1, 2009

Supplement Dated December 31, 2009

Effective September 23, 2009, The Alger American Fund Board voted and approved to change the name of The Alger American Fund to The Alger Portfolios (the "Series"). In addition, the Series portfolios listed below were renamed as follows and changed from Class O to Class I-2.

Former Portfolio Names	New Names Effective September 23, 2009
Alger American Balanced Portfolio	Alger Balanced Portfolio
Alger American Capital Appreciation Portfolio *	Alger Capital Appreciation Portfolio *
Alger American LargeCap Growth Portfolio **	Alger Large Cap Growth Portfolio **
Alger American MidCap Growth Portfolio **	Alger Mid Cap Growth Portfolio **
Alger American SmallCap Growth Portfolio **	Alger Small Cap Growth Portfolio **

* Available only for the Excel Performance VUL.
** Available only for ALLOCATOR 2000, EXECUTIVE SELECT, REGENT 2000, ALLOCATOR 2000 ANNUITY, and DESIGNER ANNUITY Policy Owners who currently invest in the respective underlying portfolio.

Therefore, all references to the Series and portfolios in your prospectus are changed to the new names.

All other provisions of your Policy remain as stated in your Policy and prospectus, as previously supplemented.

Please see the Series prospectus for each portfolio for more information.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("AMERITAS")

AMERITAS VARIABLE SEPARATE ACCOUNT V,
AMERITAS VARIABLE SEPARATE ACCOUNT VL,
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
and
AMERITAS VARIABLE SEPARATE ACCOUNT VA
("Separate Accounts")

Supplement to
Overture Life SPVUL, UniVar, VIVA, Allocator 2000, Executive Select, Regent 2000,
Overture Annuity, Allocator 2000 Annuity, and Designer Annuity
Prospectuses Dated May 1, 2007

Supplement Dated May 1, 2009

This supplement amends certain disclosure contained in the above-referenced prospectuses for the policies with the same names. Please keep this supplement together with your prospectus for future reference.

1. **The following is inserted at the end of the "Separate Account Value" section of your prospectus (for those prospectuses that include the first two sentences below, the following replaces the last paragraph of the "Separate Account Value" section):**

   An investment in money market funds is neither insured nor guaranteed by the U.S. Government. There can be no assurance that the funds will be able to maintain a stable net asset value of $1.00 per share. Notwithstanding the preceding statements, Owners will be guaranteed to receive $1.00 net asset value for amounts they had invested in the money market account as of September 19, 2008, subject to the terms of the U.S. Treasury's Temporary Guarantee Program for Money Market Funds (the "Program"). The Program is currently set to expire on September 18, 2009.

2. **To clarify our current administrative procedures, the section on "Adding, Deleting, or Substituting Variable Investment Options" is deleted and replaced with the following:**

   We do not control the Subaccounts' underlying portfolios, so we cannot guarantee that any of the portfolios will always be available. We retain the right to change the investments of the Separate Account, and to eliminate the shares of any Subaccount's underlying portfolio and substitute shares of another series fund portfolio, if the shares of the underlying portfolio are no longer available for investment or if, in our judgment, investment in the portfolio would be inappropriate in view of the purposes of the Separate Account. We may add new Separate Account underlying portfolios, or eliminate existing underlying portfolios, when, in our sole discretion, conditions warrant a change. In all of these situations, we will receive any necessary SEC and state approval before making any such change. Our Separate Account may be (i) operated as an investment management company or any other form permitted by law, (ii) deregistered with the SEC if registration is no longer required, or (iii) combined with one or more other separate accounts. To the extent permitted by law, we also may transfer assets of the Separate Account to other accounts. Where permitted by applicable law, we reserve the right to remove, combine or add Subaccounts. Subaccounts may be closed to new or subsequent premium payments, transfers or premium allocations. We will receive any necessary SEC and state approval before making any of these changes. We will notify you of any changes to the variable investment options.

3. **The third bullet of the "Transfers" section "Transfer Rules" is replaced with the following:**

   - The transferred amount must be at least $250, or the entire Subaccount or Fixed Account value if it is less. (If the value remaining after a transfer will be less than $250 in a Subaccount or $100 in the Fixed Account, we will include that amount as part of the transfer.)
     - If the Dollar Cost Averaging systematic transfer program is used, then the minimum transfer amount out of a Subaccount or the Fixed Account is the lesser of $250 or the balance in the Subaccount or Fixed Account. Under this program, the maximum amount that may be transferred from the Fixed Account each month is $1/36^{th}$ of the value of the Fixed Account at the time the Dollar Cost Averaging program is established. While a Dollar Cost Averaging program is in effect, elective transfers out of the Fixed Account are prohibited.
     - The Portfolio Rebalancing and Earnings Sweep systematic transfer programs have no minimum transfer limits.

4. **The Overture Annuity, page 5, "Separate Account Annual Expenses" are revised as follows to clarify that the Administrative Expense Fee is deducted on an annual basis.**

SEPARATE ACCOUNT ANNUAL EXPENSES	Guaranteed Maximum Fees	Current Fees
MORTALITY & EXPENSE RISK CHARGE ***(deducted daily from assets allocated to the Separate Account to equal the annual % shown)***	1.25%	1.25%
ADMINISTRATIVE EXPENSE FEE ***(deducted annually from assets allocated to the Separate Account to equal the % shown)***	0.20%	0.20%

5. **Ameritas intends to rely on the exemption provided by Rule 12h-7 under the Securities Exchange Act of 1934 (the "1934 Act") to the extent the requirement to file reports under the 1934 Act is determined to be applicable to depositors of variable insurance products.**

6. **Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2008.**

All other provisions of your prospectus remain as stated in your Policy and prospectus as previously amended.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP. ("AMERITAS")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
("Separate Accounts")

Supplement to:
OVERTURE LIFE SPVUL, OVERTURE APPLAUSE!, OVERTURE APPLAUSE! II, OVERTURE ENCORE!, OVERTURE BRAVO!, OVERTURE VIVA!, Corporate Benefit VUL, OVERTURE Annuity, OVERTURE Annuity II, OVERTURE Annuity III, OVERTURE Annuity III-Plus, OVERTURE ACCLAIM!, and OVERTURE ACCENT!
Prospectuses Dated May 1, 2007
OVERTURE OVATION! and Protector *h*VUL
Prospectuses Dated May 1, 2008
OVERTURE MEDLEY
Prospectus Dated September 24, 2008

Supplement Dated November 7, 2008

This supplement amends certain disclosure contained in the above-referenced prospectuses for the policies with the same names. Please keep this supplement together with your prospectus for future reference. Please note that some information provided below may not be applicable to you, as all underlying portfolios may not be available as subaccount investment options under your policy.

Ameritas Life Insurance Corp. ("Ameritas") has been advised that the Boards of Directors of Calvert Variable Series, Inc. and Summit Mutual Funds, Inc. (each a "Fund") have approved in principle the mergers of the following portfolios:

Fund Merging Portfolio	Fund Acquiring Portfolio
Calvert Variable Series, Inc.*	**Summit Mutual Funds, Inc.***
Ameritas Income & Growth Portfolio	Summit Zenith Portfolio
Ameritas Index 500 Portfolio	Summit S&P 500 Index Portfolio
Summit Mutual Funds, Inc.*	**Calvert Variable Series, Inc.***
Summit Bond Portfolio	Income Portfolio

* These funds and their investment advisers are part of the UNIFI Mutual Holding Company, the ultimate parent of Ameritas.

Completion of the mergers is subject to a number of conditions, including approval by shareholders of the portfolios. If approved, the mergers are scheduled to take place on or about December 12, 2008. We will notify you if the mergers do not go forward on or about December 12, 2008.

If the mergers are approved, immediately following the mergers, we will make the following changes to the administration of the policies:

- the subaccount that currently invests in the Summit Bond Portfolio will own shares of the Calvert Income Portfolio, and we will combine the subaccount that currently invests in the Summit Bond Portfolio into the subaccount that currently invests in the Calvert Income Portfolio;
- any instructions that you have in effect with respect to a subaccount that invests in a Merging Portfolio will be treated as instructions with respect to the subaccount that invests in the corresponding Acquiring Portfolio. Such instructions would include, for example, instructions concerning allocation of premium payments or charges under your policy, and instructions for automatic transactions, such as periodic withdrawals, or portfolio rebalancing. However, you may change such instructions at any time, in the manner and subject to the terms and conditions set forth in the prospectus; and
- all references and information contained in the prospectus related to the Merging Portfolios will be deleted. Specifically, this will apply to portfolio names and data for the merging portfolios found in charts under the headings **PORTFOLIO COMPANY OPERATING EXPENSES** and **Separate Account Variable Investment Options** in your prospectus, as well as the portfolio list on page 1 of each annuity prospectus.

Ameritas has also been advised that the Board of Directors of the Summit Mutual Funds, Inc. recommends, also subject to shareholder approval, that on or about December 12, 2008, the Fund will change its investment adviser to Calvert Asset Management Company, Inc. ("CAMCO") and that CAMCO will enter into sub-advisory agreements for certain portfolios of the Fund.

Therefore, if the mergers and other recommendations of the Funds' Boards of Directors are approved, the following changes will be made to your prospectus.

1. Under **PORTFOLIO COMPANY OPERATING EXPENSES** *(for the year ended December 31, 2007)*, please note the following expenses for the Acquiring Portfolios, replacing information for the Merged Portfolios:

FUND Subaccount's underlying Portfolio Name *	**Management Fees**	**12b-1 Fees****	**Other Fees**	**Acquired Fund Fees and Expenses*****	**Total Portfolio Fees**	**Waivers and Reductions**	**Total Expenses after Waivers and Reductions, if any**
SUMMIT							
Zenith	0.64%	-	0.23%	0.01%	0.88%	-	0.88%
S&P 500****	0.25%	-	0.20%	-	0.45%	0.06%(1)	0.39%
CALVERT VARIABLE SERIES (1)							
Income	0.70%	-	0.17%	-	0.87%	-	0.87%(2)

Summit (1) The adviser has agreed to waive its fees and/or reimburse expenses of the portfolio to the extent necessary, to limit direct operating expenses to 0.39% of the average daily net assets of the portfolio until May 1, 2009. Expenses of Acquired Funds are not included in this arrangement.

Calvert (1) Management fees for the Calvert Variable Series, Inc. Portfolios include both the investment advisory fee paid by each Portfolio to the Advisor and the administrative fee paid by the Portfolio to Calvert Administrative Services Company, an affiliate of the Advisor. The administrative fees (as a percentage of net assets) are 0.30% for the Income Portfolio.

Calvert (2) "Total Portfolio Fees" reflect an indirect fee and fees before waivers. Indirect fees result from a Portfolio's offset arrangement with the custodian bank whereby the custodian's fees may be paid indirectly by credits on the Portfolio's uninvested cash balances. These credits are used to reduce the Portfolio's expenses. Net operating expenses after reductions for fees paid indirectly and fee waivers would be 0.84%.

* Short cites are used in this list. The "Investment Options" section uses complete Portfolio names.

** Portfolios pay 12b-1 fees to us pursuant to Rule 12b-1 under the Investment Company Act of 1940, which allows investment companies to pay fees out of portfolio assets to those who sell and distribute portfolio shares. Some portfolios may also pay 0.05 to 0.25 percent of annual portfolio assets for our providing shareholder support and marketing services. (The portfolios listed in this Supplement have no 12b-1 fees.)

*** Some portfolios invest in other investment companies (the "acquired portfolios"). In these instances, portfolio shareholders indirectly bear the fees and expenses of the acquired portfolios.

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2. Under the **INVESTMENT OPTIONS** section of your prospectus, the list of Summit Mutual Funds, Inc., Summit Pinnacle Series is revised to reflect changes due to the portfolio mergers and changes to the investment adviser, subadvisers, portfolio type/summary of investment strategy, and underwriter, as follows:

FUND NAME **Portfolio Name – *Subadviser(s)***	**INVESTMENT ADVISER** **Portfolio Type / Summary of Investment Strategy**
Summit Mutual Funds, Inc., Summit Pinnacle Series*	**Calvert Asset Management Company, Inc.**
Summit EAFE International Index Portfolio – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Summit Inflation Protected Plus Portfolio – *Summit Investment Partners, Inc. ("Summit")*	Inflation–adjusted income.
Summit Lifestyle ETF Market Strategy Aggressive Portfolio – *Summit*	Target allocation - Aggressive.
Summit Lifestyle ETF Market Strategy Conservative Portfolio – *Summit*	Target allocation - Conservative.
Summit Lifestyle ETF Market Strategy Target Portfolio – *Summit*	Target allocation - Moderate.
Summit Nasdaq-100 Index Portfolio – *Summit*	Index: Nasdaq-100 Index.
Summit Natural Resources Portfolio – *Summit*	Specialty.
Summit Russell 2000 Small Cap Index Portfolio – *Summit*	Index: Russell 2000 Index.
Summit S&P 500 Index Portfolio – *Summit*	Index: S&P 500 Index.
Summit S&P MidCap 400 Index Portfolio – *Summit*	Index: S&P MidCap 400 Index.
Summit Zenith Portfolio	Long-term capital appreciation.

* The Fund and its investment adviser are part of the UNIFI Mutual Holding Company ("UNIFI"), the ultimate parent of Ameritas. Also, Calvert Distributors, Inc., an indirect subsidiary of UNIFI, will replace Ameritas Investment Corp. as the underwriter for the Summit Mutual Funds, Inc., Summit Pinnacle Series.

Please see supplements dated September 15, 2008, provided by each of the Fund companies for more information about the portfolio mergers, and see the Fund prospectuses for information about the Acquiring Portfolios' investment objectives, restrictions and other important information. On request, we will provide you with an additional copy of a Fund prospectus or supplement. In addition, if you are invested in the subaccount currently investing in a Merged Portfolio on the record date for the merger, or in any Summit Mutual Fund, Inc. portfolio, you will be receiving the applicable proxy statements and request for voting instructions from us.

All other provisions of your policy remain as stated in your policy and prospectus, as previously amended.

Please retain this supplement with the current prospectus for your variable policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP. ("AMERITAS")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
("Separate Accounts")

Supplement to:
OVERTURE LIFE SPVUL, OVERTURE APPLAUSE!, OVERTURE APPLAUSE! II, OVERTURE ENCORE!, OVERTURE BRAVO!, Corporate Benefit VUL, OVERTURE Annuity, OVERTURE Annuity II, OVERTURE Annuity III, OVERTURE Annuity III-Plus, OVERTURE ACCLAIM!, and OVERTURE ACCENT!
Prospectuses Dated May 1, 2007

OVERTURE OVATION! and Protector *h*VUL
Prospectuses Dated May 1, 2008

OVERTURE MEDLEY
Prospectus Dated September 24, 2008

Supplement Dated October 14, 2008

Effective May 1, 2008, the **PORTFOLIO COMPANY OPERATING EXPENSES** chart in each prospectus is revised for The Universal Institutional Funds, Inc. ("UIF") portfolios listed below.

• **Subaccount's underlying** Portfolio Name *	Management Fees	12b-1 Fees**	Other Fees	Acquired Fund Fees and Expenses	Total Portfolio Fees	Waivers and Reductions	Total Expenses *after Waivers and Reductions, if any*
UIF, Class I							
Emerging Markets Equity	1.21%	-	0.37%	0.02%(1)	1.60%	-	1.60%
Global Value Equity***	0.67%	-	0.33%	0.01%(1)	1.01%	-	1.01%

UIF (1) The Portfolio may invest a portion of its assets in other investment companies (the "Acquired Funds"). The Portfolio's shareholders indirectly bear a pro rata portion of the expenses of the Acquired Funds in which the Portfolio invests. Actual Acquired Fund expenses incurred by the Portfolio may vary with changes in the allocation of Portfolio assets among the Acquired Funds and with other events that directly affect the expenses of the Acquired Funds. Since "Acquired Fund Fees and Expenses" are not directly borne by the Portfolio, they are not reflected in the Portfolio's financial statements, with the result that the information presented in the table will differ from that presented in the Financial Highlights section of the Portfolio prospectus.

* Short cites are used in this list. The "Investment Options" section uses complete Portfolio names.

** Portfolios pay 12b-1 fees to us pursuant to Rule 12b-1 under the Investment Company Act of 1940, which allows investment companies to pay fees out of portfolio assets to those who sell and distribute portfolio shares. Some portfolios may also pay 0.05 to 0.25 percent of annual portfolio assets for our providing shareholder support and marketing services.

***Not available for Protector *h*VUL

All other prospectus provisions remain as stated in your Policy and prospectus. The UIF fund prospectus includes more information about each portfolio.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("AMERITAS")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VL
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
AMERITAS VARIABLE SEPARATE ACCOUNT VA
("Separate Accounts")

Supplement to:
OVERTURE LIFE SPVUL, OVERTURE APPLAUSE!, OVERTURE APPLAUSE! II,
OVERTURE ENCORE!, OVERTURE BRAVO!, Corporate Benefit VUL
Allocator 2000, Regent 2000, and Executive Select
OVERTURE Annuity, OVERTURE Annuity II, OVERTURE Annuity III,
OVERTURE Annuity III-Plus, OVERTURE ACCLAIM!, OVERTURE ACCENT!
Allocator 2000 Annuity and Designer Annuity
Prospectuses Dated May 1, 2007
OVERTURE OVATION!, Protector *h*VUL and OVERTURE MEDLEY!
Prospectuses Dated May 1, 2008
Supplement Dated June 18, 2008

At a meeting held on June 5, 2008, CVS Social Balanced Portfolio's Board of Directors approved the removal of SSgA Funds Management, Inc. as a subadvisor for the portfolio.

Therefore, the Ameritas prospectuses are amended by removing the reference to SSgA Funds Management, Inc. in the portfolio objectives chart found in the Separate Account Variable Investment Options section.

All other provisions of your Policy remain as stated in your Policy and prospectus, as previously amended. Please see the CVS Social Balanced Portfolio prospectus and supplement for more information.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP. ("Ameritas")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
("Separate Accounts")

Supplement to
OVERTURE LIFE SPVUL and OVERTURE ANNUITY
Prospectuses Dated May 1, 2007
Supplement Dated April 25, 2008

The section titled "Model Asset Allocation Program" is deleted from each of these prospectuses. This feature has never been available with either of these products and is not expected to be in the future. Therefore, all references to a model asset allocation program in these prospectuses are removed.

All other terms of the prospectus remain as stated in your Policy and prospectus.

This Supplement should be retained with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("AMERITAS")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VL
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
AMERITAS VARIABLE SEPARATE ACCOUNT VA
("Separate Accounts")

Supplement to:
OVERTURE LIFE SPVUL, OVERTURE APPLAUSE!, OVERTURE APPLAUSE! II,
OVERTURE ENCORE!, OVERTURE BRAVO!, Corporate Benefit VUL,
OVERTURE OVATION!, Protector *h*VUL,
Allocator 2000, Regent 2000, and Executive Select
OVERTURE Annuity, OVERTURE Annuity II, OVERTURE Annuity III,
OVERTURE Annuity III-Plus, OVERTURE ACCLAIM!, OVERTURE ACCENT!,
OVERTURE MEDLEY!,
Allocator 2000 Annuity and Designer Annuity
Prospectuses Dated May 1, 2007

Supplement Dated September 28, 2007

Calvert Variable Series, Inc. ("Calvert") filed a joint prospectus and proxy statement with the Securities and Exchange Commission ("SEC") to merge the Calvert Social Small Cap Growth Portfolio into the Calvert Social Mid Cap Growth Portfolio. Shareholder approval was received and the merger occurred at the close of business September 27, 2007.

Effective September 28, 2007, the Ameritas prospectuses are amended by removing all references to the Calvert Social Small Cap Growth Portfolio. Future allocations directed to the Calvert Social Small Cap Growth subaccount will be placed in the Calvert Social Mid Cap Growth subaccount.

All other provisions of your Policy remain as stated in your Policy and prospectus.
Please see the Calvert Social Mid Cap Growth prospectus for more information about the portfolio.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

AMERITAS LIFE INSURANCE CORP.
("AMERITAS")
AMERITAS VARIABLE SEPARATE ACCOUNT V
AMERITAS VARIABLE SEPARATE ACCOUNT VA-2
("Separate Accounts")

Supplement to
OVERTURE Life SPVUL, OVERTURE APPLAUSE!, OVERTURE APPLAUSE! II, OVERTURE ENCORE!, OVERTURE BRAVO!, Corporate Benefit VUL, OVERTURE VIVA!, OVERTURE OVATION!, Protector *h*VUL, OVERTURE Annuity, OVERTURE Annuity II, OVERTURE Annuity III, OVERTURE ACCLAIM!, OVERTURE ACCENT!, OVERTURE Annuity III-Plus, and OVERTURE MEDLEY!
Prospectuses Dated May 1, 2007

Supplement Dated June 12, 2007

On June 7, 2007, the Board of Directors of Calvert Variable Series, Inc. (the "Fund"), of which the Ameritas Income & Growth Portfolio (the "Portfolio") is a series, approved a sub-advisory agreement between Calvert Asset Management Company, Inc. (the "Advisor") and Summit Investment Partners, Inc. ("Summit") for the management of the Portfolio. Thus, effective June 8, 2007, the Ameritas Income & Growth Portfolio will be sub-advised by Summit. Summit is a wholly-owned subsidiary of The Union Central Life Insurance Company, which is an indirect subsidiary of UNIFI Mutual Holding Company ("UNIFI").

Due to the affiliation between the Advisor (a wholly-owned subsidiary of Calvert Group, Ltd., which also is an indirect subsidiary of UNIFI) and Summit, this change in subadvisor is subject to shareholder approval. The Fund will submit a filing to the Securities and Exchange Commission detailing this change and will send it to shareholders on or about July 1, 2007.

The Ameritas prospectuses listed above are amended by replacing all references to Fred Alger Management, Inc. as the subadvisor of the Ameritas Income & Growth portfolio with references to Summit.

All other Policy provisions remain as stated in your Policy and prospectus.

Please see the Fund's Ameritas Income & Growth prospectus for more information about the Portfolio.

Please retain this Supplement with the current prospectus for your variable Policy issued by Ameritas Life Insurance Corp.
If you do not have a current prospectus, please contact Ameritas at 1-800-745-1112.

OVERTURE LIFE SPVUL

PROSPECTUS
May 1, 2007

Ameritas Life Insurance Corp.

LI 1155 5/07

PROSPECTUS: May 1, 2007

OVERTURE LIFE SPVUL

Modified Single Premium
Variable Universal Life Insurance Policy

Ameritas Variable Separate Account V

This prospectus describes the Policy, especially its Separate Account. The Policy is designed to help you, the Policy Owner, provide life insurance protection after paying a single premium while having flexibility, within limits, to make additional payments, as to the amount of the death benefit, and in how you invest your Policy value. **The value of your Policy will go up or down based on the investment performance of the investment options you choose. The amount of the death benefit can also vary as a result of investment performance. This Policy is generally issued as a modified endowment contract (for federal income tax purposes).**

You may allocate all or part of your Policy value among a variety of variable investment options (where you have the investment risk, including possible loss of principal) with allocated indirect interests in non-publicly traded portfolios from several prominent portfolio managers.

You may also allocate all or part of your investment to a Fixed Account fixed interest rate option (where we have the investment risk and guarantee a certain return on your investment).

Please Read this Prospectus Carefully and Keep It for Future Reference. It provides information you should consider before investing in a Policy. Prospectuses for the portfolios underlying the Subaccount variable investment options are available without charge from your sales representative or from our Service Center.

The Securities and Exchange Commission ("SEC") does not pass upon the accuracy or adequacy of this prospectus, and has not approved or disapproved the Policy. Any representation to the contrary is a criminal offense.

This prospectus may only be used to offer the Policy where the Policy may lawfully be sold. The Policy, and certain features described in this prospectus, may not be available in all states.

No one is authorized to give information or make any representation about the Policy that is not in this prospectus. If anyone does so, you should not rely upon it as being accurate or adequate.

NOT FDIC INSURED ■ MAY LOSE VALUE ■ NO BANK GUARANTEE

Ameritas Life Insurance Corp. *(we, us, our, Ameritas)*
Service Center, P.O. Box 82550, Lincoln, Nebraska 68501. 1-800-745-1112. *www.ameritas.com*

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Contacting Us. To answer your questions or to send additional premium, contact your sales representative or write or call us at:

Ameritas Life Insurance Corp.,
Service Center
P.O. Box 82550
Lincoln, Nebraska 68501
Or
5900 "O" Street
Lincoln, Nebraska 68510
Telephone: 1-800-745-1112
Fax: 1-402-467-7335
InterfundTransfer Request Fax:
1-402-467-7923
www.ameritas.com

Express mail packages should be sent to our street address, not our P.O. Box address.

Sending Forms, Written Notice and Written Requests in "Good Order." If you are writing to change your beneficiary, request a withdrawal or for any other purpose, contact us or your sales representative to learn what information is required for the request to be in "good order". Often, we can only accept information on a form we provide. We can only act upon requests that are received in good order.

Facsimile Written Notice. To provide you with timely service, we accept some Written Notice by facsimile. However, by not requiring your original signature, there is a greater risk unauthorized persons can manipulate your signature and make changes on your Policy (including withdrawals) without your knowledge. We are entitled to act upon facsimile signatures that reasonably appear to us to be genuine.

Make checks payable to:
"Ameritas Life Insurance Corp."

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POLICY SUMMARY

Your Policy contains the complete terms of your agreement with Ameritas. You may obtain a copy from us.

The **OVERTURE LIFE SPVUL** Policy is insured by Ameritas. Prior to May 1, 2007, the Policy was offered and issued by Ameritas Variable Life Insurance Company ("AVLIC"). Effective May 1, 2007, AVLIC merged into Ameritas ("Merger"). AVLIC was a wholly-owned subsidiary of Ameritas. On the date of the Merger, Ameritas Life Insurance Corp. acquired from AVLIC all of AVLIC's assets, including the Separate Account (formerly named Ameritas Variable Life Insurance Company Separate Account V), and became directly liable for AVLIC's liabilities and obligations with respect to all policies issued by AVLIC then outstanding.

The Merger was approved by the boards of directors of Ameritas and AVLIC. The Merger also received regulatory approval from the State of Nebraska Department of Insurance, the state of domicile of Ameritas and AVLIC. The Merger did not affect the terms of, or the rights and obligations under your Policy, other than to reflect the change to the company that guarantees your Policy benefits from AVLIC to Ameritas. You will receive a Policy endorsement from Ameritas that reflects the change from AVLIC to Ameritas. The Merger also did not result in any adverse tax consequences for any Policy owners.

The **OVERTURE LIFE SPVUL** Policy is modified single premium variable universal life insurance. It pays a death benefit to the Policy beneficiary upon the insured's death, or pays to you Policy Value upon the Maturity Date or a Cash Surrender Value if you surrender the Policy. The insured cannot be over age 80 on his/her birthday nearest the Policy issue date. We will only issue the Policy for an initial specified amount of insurance coverage that the Minimum First Year Premium of $10,000 ($5,000 for issue ages 0-15) or more will purchase.

You have flexibility under the Policy. Within certain limits, you can vary the amount and timing of additional premium payments, change the death benefit, and transfer amounts among the investment options. You may allocate Policy premium and value among several different variable investment options where you can gain or lose money on your investment, or to a fixed rate option where we guarantee you will earn a fixed rate of interest. You can take out a Policy loan, make a partial withdrawal, or surrender your Policy completely, subject to certain restrictions. However, unpaid loans, partial withdrawals and surrenders may be subject to income tax and penalty tax, and unpaid loans and withdrawals will decrease death benefit protection and may cause the need for additional premium to keep the Policy in force.

Your Policy value and Death Benefit will go up or down as a result of the investment experience of your Policy. Even if you pay Planned Periodic Premiums, your Policy could lapse if the Policy value is not enough to pay the Policy's charges. However, your Policy will not lapse during the first five Policy Years if you meet the Minimum Premium requirements, or during the Guaranteed Death Benefit Period if you meet the Guaranteed Death Benefit Premium requirements. Your Policy's Death Benefit will never be less than the then current specified amount of insurance coverage less any outstanding loans and loan interest, and less any due but unpaid Policy charges. The Policy remains in force until surrendered for its Cash Surrender Value, or all proceeds have been paid as a death benefit, or until it lapses because the Cash Surrender Value is insufficient to keep the Policy in force.

Buying a Policy might not be advisable if it is just replacing existing life insurance. You may wish to consult with your financial or insurance adviser.

This Policy is generally issued as a modified endowment contract (for federal income tax purposes).

Information about the risks of each variable investment option is contained in the portfolio prospectus for each option. You may obtain a copy from us.

❑ POLICY OPERATION AND FEATURES

Premiums.

- Premium is used to create Policy value to cover Policy charges and to generate investment earnings.

Charges Deducted from Premium

*(See **CHARGES TABLES** on next pages.)*

Charges Deducted from Assets.

*(See **CHARGES TABLES** on next pages.)*

Investment Options.

- Variable investment option allocations are invested in Subaccounts of the Separate Account, which in turn invest in corresponding underlying portfolios. Fixed Account allocations are invested in our general account and we guarantee a fixed rate of interest.
- You may transfer between investments, subject to limits. Model asset allocation, as well as dollar cost averaging, portfolio rebalancing and earnings sweep systematic investment programs are available.

Loans

- You may borrow all Policy earnings (the Policy value amount greater than the amount of premiums paid) and a limited amount of remaining Policy value. Each loan must be at least $1,000. Interest accrues on outstanding loan amounts. The net cost of borrowing earnings is generally more favorable than borrowing remaining Policy value.

Surrenders.

- You can surrender the Policy in full at any time for its Cash Surrender Value, or, within limits, withdraw part of the Policy value. Applicable charges are shown in the **CHARGES TABLES**, next page.

Death Benefit.

- Two death benefit options are available:
  - Option A: essentially a level death benefit that includes total Policy value within the specified amount (although death benefit can vary as a result of investment performance); or
  - Option B: pays the total Policy value in addition to the specified amount.

Death Benefit proceeds are reduced by any Policy loan balance, unpaid loan interest, and any monthly deductions due but unpaid at death.

See the **POLICY DISTRIBUTIONS: Death Benefits** section for details.

Settlement Income.

- Amounts surrendered or death benefit proceeds can be paid out under several different payment options.

CHARGES

Some charges are rounded. Charges shown are maximums, and may be less in certain states.

❑ POLICY CHARGES

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Policy. The first table describes the fees and expenses that you will pay at the time that you pay a premium, surrender the Policy, or transfer Policy value between investment options.

TRANSACTION FEES	When Deducted	Guaranteed Maximum	Current
PERCENT OF PREMIUM CHARGE	When each premium is paid.	0% of first premium; 2.5% of each premium payment thereafter	Same as Guaranteed Maximum
SURRENDER CHARGE *(percentage of premium paid in first Policy year; includes a charge to cover premium tax)*	Upon a full surrender during the first 7 Policy Years.	Policy Year 1: 11.5% 2: 10.5% 3: 9.5% 4: 8.5% 5: 7% 6: 5% 7: 2%	1: 9% 2: 9% 3: 9% 4: 8.5% 5: 7% 6: 5% 7: 2%
PARTIAL WITHDRAWAL CHARGE *(lesser of % of withdrawal amount or dollar amount)*	Upon each withdrawal.	2% or $50	2% or $25
TRANSFER FEE *(per transfer)*	First 10 transfers per year: Each additional transfer:	NONE $10	NONE NONE

The next table describes the fees and expenses that you will pay periodically during the time that you own the Policy, to equal the annualized charges shown, not including Subaccount portfolio operating fees and expenses.

PERIODIC CHARGES (other than Subaccount portfolio operating expenses)	When Deducted	Guaranteed Maximum (annual)	Current (annual)
DAILY DEDUCTION FROM SEPARATE ACCOUNT ASSETS *(to equal the annual % shown)*			
RISK CHARGE *(for mortality and expense risk)*	Daily	0.90%	Same as Guaranteed Maximum.
ASSET-BASED ADMINISTRATIVE EXPENSE CHARGE	Daily	0.30%	Same as Guaranteed Maximum.
MONTHLY DEDUCTION FROM POLICY VALUE ***(to equal the annual % shown)***			
BASE POLICY COST OF INSURANCE *(Rate is a % of the net amount of insurance coverage at risk. This charge varies based on individual characteristics. Ask for a Policy illustration or see your Policy for the charge applicable to you.)*	Monthly	Varies(1) Minimum 0.07% Maximum 100.% Example(2,3) 0.33%	Same as Guaranteed Maximum.

Periodic Charges Table Footnotes:

(1) Rate varies by insured's sex, issue age, risk class, and the length of time the Policy has been in force.

(2) "Example" charges assume an insured who is male, preferred non-tobacco risk class, and age 45 when Policy is issued.

(3) "Example" charges assume Policy is in its first Policy Year.

We currently do not assess a separate charge against our Separate Account or Fixed Account for any income taxes. We may, however, make such a charge in the future if income or gains within the Separate Account will incur any income tax liability, or if tax treatment of our Company changes.

The next table describes interest rates charged on amounts borrowed from the Policy, net of 4.5% annual credited interest rate.

NET INTEREST CHARGED ON LOANS	When Deducted	Guaranteed Maximum	Current
LOAN ACCOUNT *(effective annual rates)* **Loans of Policy Earnings** **Loans of Remaining Policy Value**	Upon each Policy anniversary.	3.5% 3.5%	0% 1.5%

❑ PORTFOLIO COMPANY OPERATING EXPENSES

The next table shows the minimum and maximum total operating expenses charged by the portfolio companies, before any waivers or reductions, that you may pay periodically during the time that you own the contract, followed by a table showing additional information for each portfolio company. More detail concerning each portfolio company's fees and expenses is contained in the prospectus for each portfolio company.

TOTAL ANNUAL PORTFOLIO COMPANY OPERATING EXPENSES Expenses that are deducted from portfolio company assets, including management fees, distribution and/or service (12b-1) fees, and other expenses	Minimum	Maximum
Before any Waivers and Reductions	0.38% (1)	1.63% (2)
After any Waivers and Reductions *(explained in the footnotes to these tables)*	0.36% (1)	1.62% (2)

(1) Ameritas Money Market Portfolio.

(2) Van Kampen Emerging Markets Equity – Class I.

• **Subaccount's underlying** Portfolio Name	Management Fees	Other Fees	Total Portfolio Fees	Waivers and Reductions	Total Expenses *after Waivers and Reductions, if any*
ALGER - Class O					
• Alger American Balanced(1)	0.71%	0.15%	0.86%	0.04%	0.82% (2)
AMERITAS PORTFOLIOS (3), (4)					
• Ameritas Core Strategies	0.80%	0.14%	0.94%	-	0.94%(5)
• Ameritas Income & Growth	0.675%	0.105%	0.78%	-	0.78%(5)
• Ameritas Index 500 **	0.29%	0.17%	0.46%	0.08%	0.38%
• Ameritas MidCap Growth	0.85%	0.18%	1.03%	0.09%	0.94%
• Ameritas Money Market	0.25%	0.13%	0.38%	0.02%	0.36%
• Ameritas Small Capitalization	0.90%	0.27%	1.17%	0.17%	1.00%
CALVERT PORTFOLIOS					
• CVS Social Balanced	0.70%	0.21%	0.91%	-	0.91% (5)
• CVS Social International Equity	1.10%	0.76%	1.86%	-	1.86% (5)
• CVS Social Mid Cap Growth	0.90%	0.27%	1.17%	-	1.17% (5)
• CVS Social Small Cap Growth	1.00%	0.44%	1.44%	-	1.44% (5)
FIDELITY ® *(Initial Class)*					
• VIP Asset Manager SM	0.52%	0.13%	0.65%	-	0.64% (6)
• VIP Asset Manager: Growth ®	0.57%	0.20%	0.77%	-	0.77% (7)
• VIP Contrafund ®	0.57%	0.09%	0.66%	-	0.66% (6)
• VIP Equity-Income	0.47%	0.10%	0.57%	-	0.57% (6)
• VIP Growth	0.57%	0.11%	0.68%	-	0.68% (6)
• VIP High Income	0.57%	0.14%	0.71%	-	0.71%
• VIP Investment Grade Bond	0.32%	0.12%	0.44%	-	0.44%
• VIP Overseas	0.72%	0.16%	0.88%	-	0.88% (6)
MFS					
• New Discovery – Initial Class	0.90%	0.13%	1.03%	-	1.03% (8)
• Strategic Income – Initial Class	0.75%	0.61%	1.36%	0.48% (9,10)	0.88% (8)
• Utilities – Initial Class	0.75%	0.11%	0.86%	-	0.86% (8)
VAN KAMPEN					
• Emerging Markets Equity – Class I	1.23%	0.40%	1.63%	0.01%	1.62% (11)
• Global Value Equity – Class I	0.67%	0.38%	1.05%	-	1.05%
• International Magnum – Class I	0.80%	0.38%	1.18%	0.09%	1.09% (11)
• U.S. Real Estate – Class I	0.74%	0.27%	1.01%	-	1.01%

(1) Previously, the portfolio's Advisory Fees included an additional .04% in Administrative Fees that are now included in Other Expenses.

(2) Effective December 1, 2006 through November 30, 2011, the Manager has contractually agreed to waive .04% of its Advisory Fees.

(3) The portfolio Advisor (Calvert Asset Management Company, Inc.) has contractually agreed to limit annual portfolio operating expenses through April 30, 2008, as reflected above, except for Ameritas Core Strategies, which has a cap of 0.95%. Under the terms of the contractual expense limitation, operating expenses do not include interest expense, brokerage commissions, taxes and extraordinary expenses. Each Portfolio has an expense offset arrangement with the custodian bank whereby the custodian's fees may be paid indirectly by credits earned on the Portfolio's cash on deposit with the bank. These credits are used to reduce the Portfolio's expenses. Under those circumstances where the Advisor has provided to the Portfolio a contractual expense limitation, and to the extent any expense offset credits are earned, the Advisor may benefit from the expense offset arrangement and the Advisor's obligation under the contractual limitation may be reduced by the credits earned.

(4) Management fees for the Ameritas Portfolios include both the investment advisory fee and administrative service fee. The administrative service fee is 0.05% of the portfolio's average daily net assets.

(5) "Total Fees" reflect an indirect fee and fees before waivers. Indirect fees result from the Portfolio's offset arrangement with the custodian bank whereby the custodian's fees may be paid indirectly by credits earned on the Portfolio's cash on deposit with the bank. These credits are used to reduce the Portfolio's expenses. Net operating expenses after reductions for fees paid indirectly and fee waivers would be as follows:

Ameritas Core Strategies	0.91%
Ameritas Income & Growth	0.77%
CVS Social Balanced	0.90%
CVS Social International Equity	1.79%
CVS Social Mid Cap Growth	1.15%
CVS Social Small Cap Growth	1.37%

(6) A portion of the brokerage commissions that the fund pays may be reimbursed and used to reduce the fund's expenses. In addition, through arrangements with the fund's custodian, credits realized as a result of uninvested cash balances are used to reduce the fund's custodian expenses. These offsets may be discontinued at any time. Including these reductions, the total class operating expenses would have been:

VIP Asset Manager: Initial Class	0.64%
VIP Contrafund: Initial Class	0.65%
VIP Equity-Income: Initial Class	0.56%
VIP Growth: Initial Class	0.67%
VIP Overseas: Initial Class	0.81%

(7) A portion of the brokerage commissions that the fund pays may be reimbursed and used to reduce the fund's expenses. These offsets may be discontinued at any time. Including this reduction, the total class operating expense would have been 0.73% for the VIP Asset Manager: Growth: Initial Class.

(8) The fund has entered into an expense offset arrangement that reduces the fund's custodian fee based upon the amount of cash maintained by the fund with its custodian and dividend disbursing agent. Such fee reduction is not reflected in the table. Had this fee reduction been taken into account, "Net Expenses" would be lower.

(9) MFS has agreed in writing to bear the funds' expenses such that "Other Expenses", determined without giving effect to the expense offset arrangements described above, do not exceed 0.15% annually. This written agreement excludes management fees, distribution and service fees, taxes, extraordinary expenses, brokerage and transaction costs and investment-related expenses and will continue until at least April 30, 2008.

(10) Effective August 1, 2006, MFS has agreed in writing to reduce its management fee to 0.70% on average daily net assets up to $1 billion. During the fund's most recent fiscal year, this reduction amounted to 0.02%. This written agreement will remain in effect until modified by the fund's Board of Trustees.

(11) The fees disclosed reflect gross ratios prior to any voluntary waivers/reimbursements of expenses by the adviser. The adviser has voluntarily agreed to waive a portion or all of its management fee and/or reimburse expenses to the extent necessary so that total annual operating expenses, excluding certain investment related expenses such as foreign country tax expense and interest expense on borrowing, do not exceed the "Operating Expense Limitation" in the below table. The adviser may terminate these voluntary waivers at any time at its sole discretion. After such reductions, the "Management Fee", "Other Expenses" and "Total Annual Expenses", would be as follows:

	Operating Expense Limitation	Management Fees	Other Expenses	Total Annual Expenses
Emerging Markets Equity Class I	1.60% (a)	1.22%	0.40%	1.62%
International Magnum Class I	1.05% (b)	0.71%	0.38%	1.09%

(a) UIF Emerging Market Equity expense cap decreased from 1.65% to 1.60% on June 1, 2006.
(b) UIF International Magnum expense cap changed from 1.15% to 1.05% on June 1, 2006.

CHARGES EXPLAINED

The following repeats and adds to information provided in the **CHARGES TABLES** section where the amount of each charge is shown. Please review both Prospectus sections, and the Policy, for information on charges. For those Policies issued on a unisex basis in certain states or in certain cases, sex-distinct rates do not apply. Certain charges expressly permit you to designate the investment options from which the charge is to be deducted. If there are insufficient funds in such a designated investment option, and for all other charges deducted from total Policy value, charges are deducted pro-rata from your selected Subaccount and Fixed Account investment options.

❑ TRANSACTION FEES

▪ Percent of Premium Charge

We deduct a percentage of each Policy premium payment we receive as a Percent of Premium Charge. This charge partially offsets premium taxes imposed by some States and local governments and federal taxes on certain capitalized acquisition expenses. We do not expect to profit from this charge.

▪ Surrender Charge

Upon a full surrender from your Policy, we deduct a Surrender Charge from the total Policy value. The Surrender Charge is a percentage of premium paid during the first Policy Year. The Surrender Charge applies from the Policy issue date as to the initial specified amount of insurance coverage. Taxes and tax penalties may apply to surrendered Policy value.

▪ Partial Withdrawal Charge

Upon a partial withdrawal from your Policy, we will deduct a Partial Withdrawal Charge. This fee will be deducted from the investment options and in the same allocation as your partial withdrawal allocation instruction; if that is not possible (due to insufficient value in one of the investment options you elect) or you have not given such instructions, we will deduct this fee on a pro-rata basis from balances in all Subaccounts and the Fixed Account. Taxes and tax penalties may apply.

▪ Transfer Fee

We may charge a Transfer Fee for any transfer in excess of ten transfers per Policy Year. This fee may be deducted from only Policy investment options you designate; if that is not possible (due to insufficient value in an investment option you elect) or you have not provided such instructions, we will deduct this fee on a pro-rata basis from balances in all Subaccounts and the Fixed Account.

❑ PERIODIC CHARGES: MONTHLY DEDUCTIONS FROM POLICY VALUE

The following charges are deducted from Policy value on each Policy Month date.

▪ Cost of Insurance Charge

The cost of insurance rate per $1,000 of net amount at risk cannot exceed the guaranteed cost of insurance rate that is set forth in the Policy. The maximum cost of insurance each month can be determined by using the guaranteed cost of insurance rate in the below formula for cost of insurance.

The cost of insurance charge is for providing insurance protection under the Policy. Because the cost of insurance charge depends upon several variables, the cost for each Policy month can vary from month to month. The cost of insurance rate for the initial specified amount of insurance coverage varies by the insured's sex, issue age, risk class, and the length of time the Policy has been in force. The cost of insurance rate for an increase in specified amount varies by the insured's sex, age and risk class at the time of the increase, and the length of time the Policy has been in force since the increase. We may use current cost of insurance rates less than those shown in the Policy, and reserve the right to change them so long as they do not exceed the charges shown in the Policy. Changes will equally apply to similarly situated Policy owners and be based on changes in future expectations of factors such as investment earnings, mortality, persistency, and expenses. We expect a profit from this charge. Ask for a Policy illustration or see your Policy for these charges applicable to you.

The *Cost of Insurance* each month equals:

- The "*Net Amount at Risk*" for the month; multiplied by
- The cost of insurance rate per $1,000 of net amount at risk; divided by
- $1,000.

The *Net Amount at Risk* in any month equals:

- The death benefit on the Policy Month date, discounted at the guaranteed rate of interest for the Fixed Account for one month; minus
- The Policy value on the Policy Month date after deducting the charge for any optional features selected and the administrative charges but not the cost of insurance charge.

❑ PERIODIC CHARGES: DAILY DEDUCTION FROM SEPARATE ACCOUNT ASSETS

The following charges are applied daily to Separate Account assets in determining the daily Accumulation Unit value of each Subaccount.

- **Risk Charge**

The Risk Charge is for the mortality risks we assume – that insureds may live for shorter periods of time than we estimate, and also compensates us for the Policy expense risks we assume. If this charge exceeds our actual costs to cover these risks, the excess goes to our general account. Conversely, if this charge is not enough, we bear the additional expense, not you. We expect a profit from this charge.

- **Asset-based Administrative Expense Charge**

This charge partially compensates us for our costs in issuing and administering the Policy and operating the Separate Account. We do not anticipate making a profit from this charge.

- **Portfolio Charges**

Each Subaccount's underlying portfolio has investment advisory expenses. These expenses, as of the end of each portfolio's last fiscal year, are stated in this prospectus' **CHARGES TABLES** section and described in more detail in each fund's prospectus. A portfolio's charges and expenses are not deducted from your Policy value. Instead, they are reflected in the daily value of portfolio shares which, in turn, will affect the daily Accumulation Unit value of the Subaccounts. These charges and expenses help to pay the portfolio's investment adviser and operating expenses.

INVESTMENT OPTIONS

We recognize you have very personal goals and investment strategies. The Policy allows you to choose from a wide array of investment options – each chosen for its potential to meet specific investment objectives.

The value of your Policy will go up (↑) or down (↓) based on the investment performance of the variable investment options you choose. The investment results of each variable investment option are likely to differ significantly, and vary over time. They do not earn a fixed interest rate. Please consider carefully, and on a continuing basis, which investment options best suit your long-term investment objectives and risk tolerance.

You may allocate all or a part of your premiums among the Separate Account variable investment options or the Fixed Account fixed interest rate option. Allocations must be in whole percentages and total 100%. The variable investment options, which invest in underlying portfolios, are listed and described in this section of this prospectus.

❑ SEPARATE ACCOUNT VARIABLE INVESTMENT OPTIONS

The Separate Account provides you with variable investment options in the form of underlying portfolio investments. Each underlying portfolio is an open-end investment management company. When you allocate investments to an underlying portfolio, those investments are placed in a Subaccount of the Separate Account corresponding to that portfolio, and the Subaccount in turn invests in the portfolio. The Policy value of your Policy depends directly on the investment performance of the portfolios that you select.

The underlying portfolios in the Separate Account are NOT publicly traded mutual funds, and are NOT the same as other publicly traded mutual funds with very similar names. The portfolios are only available as separate account investment options in life insurance or variable annuity policies issued by insurance companies, or through participation in certain qualified pension or retirement plans.

Even if the investment options and policies of some underlying portfolios available under the Policy may be very similar to the investment objectives and policies of publicly traded mutual funds that may be managed by the same investment adviser, the investment performance and results of the portfolios available under the Policy may vary significantly from the investment results of such other publicly traded mutual funds.

You should read the prospectuses for the underlying portfolios together with this prospectus for more information.

The SEC does not supervise the management or the investment practices or policies of the Separate Account or us. Under Nebraska law, we own the Separate Account assets, but they are held separately from our other assets and are not charged with any liability or credited with any gain of business unrelated to the Separate Account. Any and all distributions made by the underlying portfolios, with respect to the shares held by the Separate Account, will be reinvested in additional shares at net asset value. We are responsible to you for meeting the obligations of the Policy, but we do not guarantee the investment performance of any of the

variable investment options' underlying portfolios. We do not make any representations about their future performance.

You bear the risk that the variable investment options you select may fail to meet their objectives, that they could decrease in value, and that you could lose principal.

Each Subaccount underlying portfolio operates as a separate variable investment option, and the income or losses of one generally has no effect on the investment performance of any other. Complete descriptions of each variable investment option's investment objectives and restrictions and other material information related to an investment in the variable investment option are contained in the prospectuses for each of the series funds which accompany this prospectus.

The Separate Account Subaccount underlying portfolios listed below are designed primarily as investments for variable annuity and variable life insurance policies issued by insurance companies. They are not publicly traded mutual funds available for direct purchase by you. ***There is no assurance the investment objectives will be met.***

This information is just a summary for each underlying portfolio. You should read the series fund prospectus for an underlying portfolio accompanying this prospectus for more information about that portfolio, including detailed information about the portfolio's fees and expenses, investment strategy and investment objective. To get a copy of any portfolio prospectus, contact your representative or us as shown on the Table of Contents page or the last page of this prospectus.

Separate Account Portfolio	Summary of Investment Strategy / Fund Type
ALGER *(Class O)*	**Offered through** The Alger American Fund **Advised by** Fred Alger Management, Inc.
Alger American Balanced	Seeks current income and long-term capital appreciation.
AMERITAS PORTFOLIOS *- subadvisor*	**Offered through** Calvert Variable Series, Inc. Ameritas Portfolios * **Advised by** Calvert Asset Management Company, Inc. ("CAMCO")
Ameritas Core Strategies – *Thornburg Investment Management, Inc.*	Growth and secondarily, income.
Ameritas Income & Growth – *Fred Alger Management, Inc. (Fred Alger)*	Income and secondarily, growth.
Ameritas Index 500 – *Summit Investment Partners, Inc. (through April 29, 2007, the* subadvisor was *SSgA Funds Management, Inc. (SSgA)*	Investment results that correspond to total return of common stocks publicly traded in U.S., as represented by the S&P 500 Index.
Ameritas MidCap Growth – *Fred Alger*	Growth
Ameritas Money Market – *no Subadvisor*	Money Market
Ameritas Small Capitalization – *Eagle Asset Management, Inc.*	Growth.
CALVERT PORTFOLIOS *- subadvisor*	**Offered through** Calvert Variable Series, Inc. Calvert Portfolios * **Advised by** Calvert Asset Management Company, Inc.
CVS Social Balanced – *Equity Portion: New Amsterdam Partners LLC(New Amsterdam) and SSgA; Fixed Income Portion: No Subadvisor*	Income and Growth.
CVS Social International Equity – *Acadian Asset Management, Inc.*	Growth.
CVS Social Mid Cap Growth – *New Amsterdam*	Growth.
CVS Social Small Cap Growth – *Bridgeway Capital Management, Inc. (through March 8, 2007, the subadvisor was Renaissance Investment Management)*	Growth.
FIDELITY *(Initial Class)*	**Offered through** Variable Insurance Products **Advised by** Fidelity Management & Research Company
VIP Asset Manager SM	Seeks high total return with reduced risk over the long term by allocating assets among stocks, bonds and short-term instruments.
VIP Asset Manager: Growth®	Seeks to maximize total return by allocating assets among stocks, bonds and short-term instruments and other investments.
VIP Contrafund®	Seeks long-term capital appreciation.
VIP Equity-Income	Seeks reasonable income, to achieve yield which exceeds the composite yield on the securities comprising the S&P 500.
VIP Growth	Seeks capital appreciation.

Separate Account Portfolio	Summary of Investment Strategy / Fund Type
VIP High Income	Income and Growth.
VIP Investment Grade Bond	Bond.
VIP Overseas	Seeks long-term growth.
MFS	**Offered through** MFS Variable Insurance Trust **Advised by** Massachusetts Financial Services Company
New Discovery	Capital appreciation.
Strategic Income	Seeks total return with an emphasis on high current income, but also considering capital appreciation.
Utilities	Total return.
VAN KAMPEN	**Offered through** The Universal Institutional Funds, Inc. **Advised by** Morgan Stanley Investment Management Inc. **dba** "Van Kampen"
Emerging Markets Equity – Class I	Long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries.
Global Value Equity – Class I	Long-term capital appreciation by investing primarily in equity securities of issuers throughout the world, including U.S. issuers.
International Magnum – Class I	Long-term capital appreciation by investing primarily in equity securities of non-U.S. issuers domiciled in EAFE countries.
U.S. Real Estate – Class I	Above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* These funds and their investment advisers are part of the UNIFI Mutual Holding Company, the ultimate parent of Ameritas.

- **Adding, Deleting, or Substituting Variable Investment Options**

We do not control the Subaccounts' underlying portfolios, so we cannot guarantee that any of the portfolios will always be available. We retain the right to change the investments of the Separate Account, and to eliminate the shares of any Subaccount's underlying portfolio and substitute shares of another series fund portfolio. If the shares of the underlying portfolio are no longer available for investment or if, in our judgment, investment in the portfolio would be inappropriate in view of the purposes of the Separate Account, we will first notify you and receive any necessary SEC and state approval before making such a change.

New Separate Account underlying portfolios may be added, or existing funds eliminated, when, in our sole discretion, conditions warrant a change. If a portfolio is eliminated, we will ask you to reallocate any amount in the eliminated portfolio. If you do not reallocate these amounts, we will automatically reinvest them in the Ameritas Money Market Subaccount.

If we make a portfolio substitution or change, we may change the Policy to reflect the substitution or change. Our Separate Account may be (i) operated as an investment management company or any other form permitted by law, (ii) deregistered with the SEC if registration is no longer required, or (iii) combined with one or more other separate accounts. To the extent permitted by law, we also may transfer assets of the Separate Account to other accounts.

- **Voting Rights**

As a Policy Owner, you may have voting rights in the portfolios whose shares underlie the Subaccounts in which you invest. You will receive proxy material, reports, and other materials relating to each underlying portfolio in which you have voting rights.

If you send us written voting instructions, we will follow your instructions in voting the Portfolio shares attributable to your Policy. If you do not send us written instructions, we will vote those shares in the same proportions as we vote the shares for which we have received instructions from other Policy Owners. We will vote shares that we hold in the same proportions as we vote the shares for which we receive instructions from other Policy Owners. It is possible that a small number of Policy owners can determine the outcome of a voting proposal. The underlying portfolios may not hold routine annual shareholder meetings.

❑ FIXED ACCOUNT FIXED INTEREST RATE OPTION

There is one fixed interest rate option ("Fixed Account"), where we bear the investment risk. We guarantee that you will earn a minimum interest rate that will yield at least 4.5% per year, compounded annually. We may declare a higher current interest rate. However, you bear the risk that we will not credit more interest than will yield the minimum guaranteed rate per year for the life of the Policy. We have sole discretion over how assets allocated to the Fixed Account are invested, and we bear the risk that those assets will perform better or worse than the amount of interest we have declared. The focus of this prospectus is to disclose the Separate Account aspects of the Policy. Refer to the Policy for additional details regarding the Fixed Account.

All amounts allocated to the Fixed Account become assets of our general account. Interest in the general account has not been registered with the SEC and is not subject to SEC regulation. Therefore, SEC staff have not reviewed the Fixed Account disclosures in this prospectus.

❑ TRANSFERS

The Policy is designed for long-term investment. Excessive transfers such as those triggered by market timing services or other large or frequent transfers could harm other Policy Owners by having a detrimental effect on investment portfolio management. Therefore, upon notice to you, **we reserve the right to reject any specific premium allocation or transfer request, if in the judgment of a Subaccount portfolio fund advisor, a Subaccount portfolio would be unable to invest effectively in accordance with its investment objectives and policies, or if Policy owners would otherwise potentially be adversely affected.**

Subject to restrictions during the "right to examine period", you may transfer Policy value from one Subaccount to another, from the Separate Account to the Fixed Account, or from the Fixed Account to any Subaccount, subject to these rules:

Transfer Rules:

- A transfer is considered any single request to move assets between one or more investment options.
- We must receive notice of the transfer – either Written Notice, an authorized telephone transaction, or by Internet when available. Our Trading Unit facsimile number is 402-467-7923. Transfers will be processed on the business day they are received by our Trading Unit before 3:00 p.m. Central Time. You must be available to receive a confirmation telephone call for any faxed transfer requests sent to us, or your trade may not be processed until it is confirmed.
- The transferred amount must be at least $250, or the entire Subaccount or Fixed Account value if it is less. (If the value remaining after a transfer will be less than $250 in a Subaccount or $100 in the Fixed Account, we will include that amount as part of the transfer.)
  - If the Dollar Cost Averaging systematic transfer program is used, then the minimum transfer amount out of a Subaccount or the Fixed Account is the lesser of $100 or the balance in the Subaccount or Fixed Account. Under this program, the maximum amount that may be transferred from the Fixed Account each month is 1/36th of the value of the Fixed Account at the time the Dollar Cost Averaging program is established. While a Dollar Cost Averaging program is in effect, elective transfers out of the Fixed Account are prohibited.
  - The Portfolio Rebalancing and Earnings Sweep systematic transfer programs have no minimum transfer limits.
- The first ten transfers each Policy Year are free. Thereafter, transfers may result in a $10 charge for each transfer. See the **CHARGES** section of this Prospectus for information about how this charge is applied. This fee is not subtracted from the amount of the transfer. Transfers under any systematic transfer program do count toward the ten free transfer limit.
- A transfer from the Fixed Account (except made pursuant to a systematic transfer program):
  - may be made only during the 30-day period following each Policy Year Anniversary;
  - may be delayed up to six months;
- We reserve the right to limit transfers, or to modify transfer privileges, and we reserve the right to change the transfer rules at any time. We and our portfolio managers consider market timing strategies, programmed transfers or transfers that are large in relation to the total assets of an investment option's underlying portfolio as disruptive. We may react to disruptive transfers by, among other things, restricting the availability of personal telephone requests, facsimile transmissions, automated telephone services, Internet services or any electronic transfer service. We may also refuse to act on transfer instructions of an agent acting under a power of attorney or otherwise who is acting on behalf of one or more Owners. In making these determinations, we may consider the combined transfer activity of annuity contracts and life insurance policies that we believe are under common ownership, control or direction.

- If the Policy value in any Subaccount falls below $250, we may transfer the remaining balance, without charge, to the Ameritas Money Market Subaccount.
- In the event you authorize telephone or Internet transfers, we are not liable for telephone or Internet instructions that we in good faith believe you authorized. We will employ reasonable procedures to confirm that instructions are genuine.

❑ THIRD-PARTY SERVICES

Where permitted and subject to our rules (including those Transfer Rules above regarding rejection of a transfer request), we may accept your authorization to have a third party (such as your sales representative or someone else you name) exercise transfers or investment allocations on your behalf. Third-party transfers and allocations are subject to the same rules as all other transfers and allocations. You can make this election on the application or by sending us Written Notice on a form provided by us. Please note that any person or entity you authorize to make transfers or allocations on your behalf, including any investment advisory, asset allocation, money management or timing service, does so independently from any agency relationship they may have with us for the sale of the Policies. They are accountable to you alone for such transfers or allocations. We are not responsible for such transfers or allocations on your behalf, or recommendations to you, by such third-party services. You should be aware that charges charged by such third parties for their service are separate from and in addition to charges paid under the Policy.

❑ DISRUPTIVE TRADING PROCEDURES

The Policy is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the market. Such frequent trading, programmed transfers, or transfers that are large in relation to the total assets of a Subaccount's underlying portfolio can disrupt management of a Subaccount's underlying portfolio and raise expenses. This in turn can hurt performance of an affected Subaccount and therefore hurt your Policy's performance.

Organizations or individuals that use market timing investment strategies and make frequent or other disruptive transfers should not purchase the Policy

Policy Owners should be aware that we are contractually obligated to provide Policy Owner transaction data relating to trading activities to the underlying funds on written request and, on receipt of written instructions from a fund, to restrict or prohibit further purchases of transfers by Policy Owners identified by an underlying fund as having engaged in transactions that violate the trading policies of the fund.

We reserve the right to reject or restrict, in our sole discretion, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions. We further reserve the right to impose restrictions on transfers that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Policy Owners. Restrictions may include changing, suspending or terminating telephone, on-line and facsimile transfer privileges. We will enforce any Subaccount underlying portfolio manager's restrictions imposed upon transfers considered by the manager to be disruptive. Our disruptive trading procedures may vary from Subaccount to Subaccount, and may also vary due to differences in operational systems and contract provisions. However, any Subaccount restrictions will be uniformly applied.

There is no assurance that the measures we take will be effective in preventing market timing or other excessive transfer activity. Our ability to detect and deter disruptive trading and to consistently apply our disruptive trading procedures may be limited by operational systems and technological limitations. Also, because other insurance companies and retirement plans may invest in Subaccount underlying portfolios, we cannot guarantee that Subaccount underlying portfolios will not suffer harm from disruptive trading within contracts issued by them.

Excessive Transfers
We reserve the right to restrict transfers if we determine you are engaging in a pattern of transfers that may disadvantage Policy Owners. In making this determination, we will consider, among other things:

- the total dollar amount being transferred;
- the number of transfers you make over a period of time;
- whether your transfers follow a pattern designed to take advantage of short term market fluctuations, particularly within certain Subaccount underlying portfolios;
- whether your transfers are part of a group of transfers made by a third party on behalf of individual Policy Owners in the group; and
- the investment objectives and/or size of the Subaccount underlying portfolio.

Third Party Traders
We reserve the right to restrict transfers by any firm or any other third party authorized to initiate transfers on behalf of multiple Policy Owners if we determine such third party trader is engaging in a pattern of transfers that may disadvantage Policy Owners. In making this determination, we may, among other things:

- reject the transfer instructions of any agent acting under a power of attorney on behalf of more than one Policy Owner, or
- reject the transfer or exchange instructions of individual Policy Owners who have executed transfer forms which are submitted by market timing firms or other third parties on behalf of more than one Policy Owner.

We will notify affected Policy Owners before we limit transfers, modify transfer procedures or refuse to complete a transfer.

❑ SYSTEMATIC TRANSFER PROGRAMS

Transfers under any systematic transfer program do count toward the ten free transfer limit. We reserve the right to alter or terminate any systematic transfer program upon thirty days advance written notice. Only one systematic transfer program may be utilized at a time.

● Dollar Cost Averaging Program

Dollar Cost Averaging allows you to automatically transfer, on a periodic basis, a set dollar amount or percentage from the Ameritas Money Market Subaccount or the Fixed Account to any other Subaccount(s) or the Fixed Account. Requested percentages are converted to a dollar amount. You can begin Dollar Cost Averaging when you purchase the Policy or later. You can increase or decrease the amount or percentage of transfers or discontinue the program at any time.

Dollar Cost Averaging is intended to limit loss by resulting in the purchase of more Accumulation Units when a portfolio's value is low, and fewer units when its value is high. However, there is no guarantee that such a program will result in a higher Policy value, protect against a loss, or otherwise achieve your investment goals.

Dollar Cost Averaging Rules:

- There is no additional charge for the Dollar Cost Averaging program.
- We must receive notice of your election and any changed instruction – either Written Notice, by telephone transaction instruction, or by internet when available.
- Automatic transfers can only occur monthly.
- The minimum transfer amount out of the Ameritas Money Market Subaccount or the Fixed Account is the lesser of $250 or the balance in the Subaccount or Fixed Account. Under this program, the maximum amount that may be transferred from the Fixed Account each month is 1/36th of the Fixed Account value at the time Dollar Cost Averaging is established. While a Dollar Cost Averaging program is in effect, elective transfers out of the Fixed Account are prohibited. There is no maximum transfer amount limitation applicable to any of the Subaccounts.
- Dollar Cost Averaging program transfers cannot begin before the end of a Policy's "right to examine" period.
- You may specify that transfers be made on the 1st through the 28th day of the month. Transfers will be made on the date you specify (or if that is not a Business Day, then on the next Business Day). If you do not select a date, the program will begin on the next Policy Month Anniversary following the date the Policy's "right to examine" period ends.
- You can limit the number of transfers to be made, in which case the program will end when that number has been made. Otherwise, the program will terminate when the amount remaining in the Ameritas Money Market Subaccount or the Fixed Account is less than $100.
- Dollar Cost Averaging is not available when the Portfolio Rebalancing Program is elected.

● Portfolio Rebalancing Program

The Portfolio Rebalancing program allows you to rebalance your Policy value among designated Subaccounts only as you instruct. You may change your rebalancing allocation instructions at any time. Any change will be effective when the next rebalancing occurs.

Portfolio Rebalancing Program Rules:

- There is no additional charge for the Portfolio Rebalancing program.
- The Fixed Account is excluded from this program.
- You must request the rebalancing program, give us your rebalancing instructions, or request to end this program either by Written Notice, by telephone transaction instruction, or by internet when available.
- You may have rebalancing occur quarterly, semi-annually or annually.
- Portfolio Rebalancing is not available when the Dollar Cost Averaging Program is elected.

- **Earnings Sweep Program**

The Earnings Sweep program allows you to rebalance your Policy value by automatically allocating earnings from your Subaccounts among designated investment options (Subaccounts or the Fixed Account), either based on your original Policy allocation of premiums or pursuant to new allocation instructions. You may change your Earnings Sweep program instructions at any time. Any change will be effective when the next sweep occurs.

Earnings Sweep Program Rules:

- There is no additional charge for the Earnings Sweep program.
- The Fixed Account is included in this program.
- You must request the Earnings Sweep program, give us your allocation instructions, or request to end this program either by Written Notice, by telephone transaction instruction, or by internet when available.
- You may have your earnings sweep quarterly, semi-annually or annually.

❑ MODEL ASSET ALLOCATION PROGRAM

We may offer a model asset allocation program. However, you always have the ability to construct your own asset allocation plan from among the investment options available in your Policy. Model asset allocation programs are intended to match model risk tolerance and investment objectives with the investment options available in your Policy.

To assist you in your selection of an asset allocation model, our Model Asset Allocation program uses the Morningstar Asset Allocator. This tool was developed by Morningstar Associates, LLC ("Morningstar") and is offered to you through a license agreement between Morningstar and our affiliate Ameritas Investment Corp. ("AIC"). The Model Asset Allocation program consists of five models, ranging from aggressive to conservative. Morningstar provides AIC with ongoing recommendations and monitoring of the portfolios that comprise the models.

To participate in the asset allocation program:

- AIC will serve as your investment adviser fiduciary for the program solely for purposes of development of the models and periodic updates to the models. You must give AIC your written consent and discretionary authority for AIC to give us instructions to allocate your premiums (or, for an existing Policy, Policy value) pursuant to the allocations of the model you select. AIC will also periodically instruct us to change your allocations consistent with any changes to the model made by AIC as recommended by Morningstar. AIC has no discretionary authority to execute any other transfers for your policy.
- You must complete the Morningstar Asset Allocator Questionnaire.
- You must allocate all of your Policy value to one asset allocation model. We must receive notice of your asset allocation model election either by written notice or Internet (when available) before we can begin a program for you. Only you can select which model is best for you. The Asset Allocator Questionnaire can be an aid, but neither it nor AIC will make this decision for you. You may wish to consult with your own financial professional to determine whether participation in the program is best for you, and if so, which model is most suitable.
- Each calendar quarter we will automatically rebalance the Subaccount values to be consistent with the allocation percentages for the program model that you elected. Such rebalancing will be disclosed in quarterly statements to you. Performance of each model is updated daily on our website and is available upon request.
- Annually, AIC will re-evaluate and may make changes to each investment level model based upon Morningstar's recommendations. When AIC updates the models, we will send you written notice of the updated models at least 30 days in advance of the date the updated models are to be effective. If you wish to accept the changes in your selected model, you will not need to take any action, as your Policy value and any subsequent premium will be automatically reallocated pursuant to the updated model. If you do not wish to accept the changes to your selected model, you can change to a different model or withdraw from the Model Asset Allocation program.
- If you are currently participating in a Model Asset Allocation model and you make changes to your allocations outside the model, you will not receive future notifications of model changes. You will then be considered as having withdrawn from the Model Asset Allocation program and as having cancelled your relationship with AIC for purposes of implementing the program with your Policy.
- AIC is compensated by us as principal underwriter for the Policies. We and AIC may also receive fees for administrative services from other portfolios in the models. This additional compensation and related responsibilities may create conflicts of interest as AIC determines what portfolios should be in the models. However, we believe this risk is reduced or eliminated by contracting with Morningstar to independently evaluate and recommend the selection, allocation weighting, and periodic updates regarding portfolios in the models.

There is no additional charge for selecting the Model Asset Allocation program. Although asset allocation programs are intended to mitigate investment risk, there is still a risk that investing pursuant to a model will still lose value. For information about risks of participating in the Model Asset Allocation program and more detail about the program, including more information about conflicts of interest, ask for a copy of this prospectus' Statement of Additional Information. More information about AIC's role as investment advisor for the program is available on AIC's Form ADV Part II which is delivered to you at the time you subscribe to the program. We may modify or discontinue the model asset allocation program at any time.

OTHER IMPORTANT POLICY INFORMATION

❑ POLICY APPLICATION AND ISSUANCE

Replacing an existing life insurance policy is not always your best choice. Evaluate any replacement carefully.

The insured must not be older than age 80 on the insured's birthday nearest to the Policy Date. To purchase a Policy, you must submit an application, at least the Minimum First Year Premium of $10,000 ($5,000 for issue ages 0-15), and provide evidence of the proposed insured's insurability satisfactory to us. Before accepting an application, we conduct underwriting to determine insurability. We reserve the right to reject any application or premium for any reason. If we issue a Policy, insurance coverage will be effective as of the Policy Date.

▪ Premium Requirements

Your premium checks should be made payable to "Ameritas Life Insurance Corp." We may postpone crediting any payment made by check until the check has been honored by your bank. Payment by certified check, banker's draft, or cashier's check will be promptly applied. Under our electronic fund transfer program, you may select a monthly payment schedule for us to automatically deduct premiums from your bank account or other sources.

Minimum First Year Premium

- At least $10,000 ($5,000 for issue ages 0-15). This amount usually approximates 80% of the Guideline Single Premium limits under the Internal Revenue Code.

Additional Premiums

- If a premium increases the face amount (specified amount) of coverage, it is subject to evidence of the insured's continued insurability and our underwriting requirements.
- Must be at least enough to maintain the specified amount of coverage you purchased.
- Planned Periodic Premiums of no less than $1,200 annually may be paid annually, semi-annually, quarterly, or monthly. You may change your Planned Periodic Premium, subject to our approval. Because Policy value can fluctuate depending upon the performance of your selected variable investment options, payment of your Planned Periodic Premiums does not guarantee that your Policy will remain in force. Your Policy can lapse even if you pay all Planned Periodic Premiums on time.
- If there is a Policy loan, you should identify any payment intended to reduce a loan as a loan repayment; otherwise it will be treated as a premium and added to Policy value.
- Additional premiums are applied pursuant to your current allocation instructions, unless you give us different instructions by Written Notice or authorized telephone transaction when you make the payment.
- We reserve the right to limit premiums or refund any values so the Policy qualifies as life insurance under the federal Internal Revenue Code.

▪ Crediting and Allocating Premium

Once your application is in good order, we will credit initial net premium to the Policy on the date the Policy is issued. All premiums are allocated to the Ameritas Money Market Subaccount until 13 days after the date the Policy is issued to accommodate state "Right to Examine" rights under the Policy. Then, we allocate your Policy value to the investment options according to your allocation instructions. If a Policy is not issued, we will return your premium.

Until your Policy is issued, premium payments received by us are held in our general account and are credited with interest at a rate we determine.

❑ POLICY VALUE

On your Policy's date of issue, Policy value (or "Account value" or "Accumulation value") equals your initial net premium (premium less the Percent of Premium Charge) less the Policy's first monthly deductions. On any Business Day thereafter, your total Policy value equals the sum of Policy value in the Separate Account variable investment options, the Fixed Account, and the Loan Account, minus any monthly deduction due and not paid.

▪ Separate Account Value

Premiums or transfers allocated to Subaccounts are accounted for in Accumulation Units. The Policy value held in the Separate Account Subaccounts on any Business Day is determined by multiplying each Subaccount's Accumulation Unit value by the number of Subaccount units allocated to the Policy. Each Subaccount's Accumulation Unit value is calculated at the end of each Business Day as follows:

(a) the per share net asset value of the Subaccount's underlying portfolio as of the end of the current Business Day plus any dividend or capital gain distribution declared and unpaid by the underlying portfolio during that Business Day, times the number of shares held by the Subaccount, before the purchase or redemption of any shares on that date; minus
(b) the daily mortality and expense risk charge; and this result divided by
(c) the total number of Accumulation Units held in the Subaccount on the Business Day before the purchase or redemption of any Accumulation Units on that day.

When transactions are made to or from a Subaccount, the actual dollar amounts are converted to Accumulation Units. The number of Accumulation Units for a transaction is equal to the dollar amount of the transaction divided by the Accumulation Unit value on the Business Day the transaction is made.

▪ Fixed Account Value

The Policy value of the Fixed Account on any Business Day equals:
(a) the Policy value of the Fixed Account at the end of the preceding Policy month; plus
(b) any net premiums credited to the Fixed Account since the end of the previous Policy month; plus
(c) any transfers from the Subaccounts to the Fixed Account since the end of the previous Policy month; plus
(d) any transfers from the Loan Account to the Fixed Account since the end of the previous Policy month, minus
(e) any transfers from the Fixed Account to the Loan Account since the end of the previous Policy month; minus
(f) any transfers and transfer fee from the Fixed Account to the Subaccounts since the end of the previous Policy month; minus
(g) any partial withdrawal and partial withdrawal charge taken from the Fixed Account since the end of the previous Policy month; minus
(h) the Fixed Account's share of any monthly deductions from Policy value; minus
(i) the Fixed Account's share of charges for any optional features; plus
(j) interest credited on the Fixed Account balance since the end of the previous Policy month.

❑ MISSTATEMENT OF AGE OR SEX

If the age or sex of the insured or any person insured by a Policy rider has been misstated on the application, the Policy death benefit and any additional benefits provided will be those which would be purchased by the most recent cost of insurance charge and the cost of such additional benefits at the insured person's correct age or sex.

❑ SUICIDE

We will pay only the premiums received, less any partial withdrawals and indebtedness, if the insured, while sane or insane, commits suicide within two years (one year in Colorado and North Dakota) after the date the Policy was issued (and in Missouri, the insured intended suicide at the time coverage was applied for).

❑ INCONTESTABILITY

We will not contest the validity of the Policy after it has been in force during the insured's lifetime for two years from the date the Policy was issued or for two years from the date of any reinstatement.

❑ TELEPHONE TRANSACTIONS

Telephone Transactions Permitted

- Transfers among investment options.
- Establish systematic transfer programs.
- Change premium allocations.

How to Authorize Telephone Transactions

- Upon your authorization on the Policy application or in Written Notice to us, you, your registered representative or a third person named by you may do telephone transactions on your behalf. You bear the risk of the accuracy of any designated person's instructions to us.

Telephone Transaction Rules

- Must be received by close of the New York Stock Exchange ("NYSE") (usually 3 p.m. Central Time); if later, the transaction will be processed the next day the NYSE is open.
- Will be recorded for your protection.
- For security, you or your authorized designee must provide your Social Security number and/or other identification information.
- May be discontinued at any time as to some or all Owners.

We are not liable for following telephone transaction instructions we reasonably believe to be genuine.

❑ LAPSE AND GRACE PERIOD

▪ Lapse

Because Policy value can fluctuate depending upon the performance of your selected variable investment options, your Policy can lapse, even if you pay all Planned Periodic Premiums on time.

This Policy will lapse when the Policy's cash surrender value is not enough to cover any due but unpaid charges. However, this Policy will not lapse during a grace period as long as sufficient premium is paid by the end of the grace period to prevent lapse.

Lapse of the Policy may result in adverse tax consequences.

▪ Grace Period

If your Policy lapses, we allow you a 61-day grace period to make a premium payment in order to continue the Policy. The grace period begins on the date we mail a notice of the premium necessary to keep this Policy in force. We will mail this notice to you at your current address on record with us and to any assignee on record. Insurance coverage continues during the grace period, but the Policy has no value for purposes of Policy loans, surrenders or transfers. If sufficient premium is not paid by the end of the grace period, the Policy will terminate without value as of the first day of the grace period. If the last insured dies during the grace period, we will deduct outstanding Policy debt due but not paid from the death benefit proceeds payable.

❑ REINSTATEMENT

If the Policy lapses because a grace period ended without a sufficient payment being made, you may reinstate it within two years of the date of lapse, but before the Maturity Date. To reinstate, we must receive:

- Written application signed by you and the insureds;
- Evidence of the insureds' insurability satisfactory to us, and the insurability of any insured covered under an optional benefit rider;
- Premium at least equal to the greater of:
- $1,000; or
- Three times the current Policy Month's monthly deductions adjusted for the Percent of Premium Charge.
- Repayment of any outstanding Policy debt.

The effective date of reinstatement will be the Policy Month date on or next following the date the reinstatement is approved.

The specified amount of the reinstated Policy may not exceed the specified amount at the time of lapse. The Policy value on the effective date of reinstatement will equal the Policy value as of the date of lapse. The surrender charge at reinstatement, if any, will be based on the current Policy Year as if the Policy had never terminated.

The Policy cannot be reinstated once it has been fully surrendered.

❑ DELAY OF PAYMENTS OR TRANSFERS

We will usually pay any amounts from the Separate Account requested as a partial withdrawal or cash surrender within seven days after we receive your Written Notice. We can postpone such payments or any transfers out of a Subaccount if: (i) the NYSE is closed for other than customary weekend and holiday closings; (ii) trading on the NYSE is restricted; (iii) an emergency exists as determined by the SEC, as a result of which it is not reasonably practical to dispose of securities, or not reasonably practical to determine the value of the net assets of the Separate Account; or (iv) the SEC permits delay for the protection of security holders. The applicable rules of the SEC will govern as to whether the conditions in (iii) or (iv) exist.

We may defer payments of a full or partial surrender from the Fixed Account for up to six months from the date we receive your Written Notice requesting the surrender.

❑ BENEFICIARY

You may change your beneficiary by sending Written Notice to us, unless the named beneficiary is irrevocable. Once we record and acknowledge the change, it is effective as of the date you signed the Written Notice. The change will not apply to any payments made or other action taken by us before recording. If the named beneficiary is irrevocable, you may change the named beneficiary only by Written Notice signed by both you and the beneficiary. If more than one named beneficiary is designated, and you fail to specify their interest, they will share equally.

If the named beneficiary dies before you, then your estate is the beneficiary until you name a new beneficiary.

The interest of any beneficiary is subject to that of any assignee.

❑ MINOR OWNER OR BENEFICIARY

Generally (and except as provided for in some states) a minor may not own the Policy solely in the minor's name and cannot receive payments directly as a Policy beneficiary. Contrary to common belief, in most States parental status does <u>not</u> automatically give parents the power to provide an adequate release to us to make beneficiary payments to the parent for the minor's benefit. A minor can "own" a Policy through the trustee of a trust established for the minor's benefit, or through the minor's named and court appointed guardian, who owns the Policy in his or her capacity as trustee or guardian. Where a minor is a named beneficiary, we are able to pay the minor's beneficiary payments to the minor's trustee or guardian. Some States allow us to make such payments up to a limited amount directly to parents. Parents seeking to have a minor's interest made payable to them for the minor's benefit are encouraged to check with their local court to determine the process to be appointed as the minor's guardian; it is often a very simple process that can be accomplished without the assistance of an attorney. If there is no adult representative able to give us an adequate release for payment of the minor's beneficiary interest, we will retain the minor's interest on deposit until the minor attains the age of majority.

❑ POLICY CHANGES

Any change to your Policy is only effective if on a form acceptable to us, and then only once it is received at our Service Center and recorded on our records. Information on how to contact us to determine what information is needed and where you can get various forms for Policy changes is shown on this prospectus' first two pages and last page.

❑ "FREE LOOK" RIGHTS

Most States give you a limited period of time within which you can cancel your Policy, usually called a "right to examine" or "free look" period. The amount we will refund if you cancel during this period varies, but will always be at least the amount required by the State whose law governs your Policy. The specific terms of your State's "free look" requirements are on the front page of your Policy.

❑ OPTIONAL FEATURES

Subject to certain requirements, one or more of the optional insurance benefits described in **APPENDIX A** may be added to your Policy by rider. The cost of any optional insurance benefit will be deducted monthly from Policy value as stated in this prospectus' **CHARGES TABLES**.

❑ LEGAL PROCEEDINGS

As of the date of this Prospectus, there are no proceedings affecting the Separate Account, or that are material in relation to our total assets.

❑ HOW TO GET FINANCIAL STATEMENTS

Our financial statements are included in a Statement of Additional Information ("SAI"). For information on how to obtain copies of these financial statements, at no charge, see the **STATEMENT OF ADDITIONAL INFORMATION; REGISTRATION STATEMENT** provision on the last page of this prospectus.

❑ DISTRIBUTION OF THE POLICY

Our underwriter and affiliate, Ameritas Investment Corp., enters into contracts with its own registered representatives to sell Policies and with various broker-dealers ("Distributors") to distribute Policies through their representatives. Total commission paid for the Policies and other information about distribution compensation can be found in this Policy's Statement of Additional Information ("SAI"). Instructions to obtain an SAI are on the last page of this prospectus. It is also fair for you to ask a representative about the commission they earn for the sale of a Policy. Information about compensation we pay helps you determine whether a representative may have an incentive to recommend our product over another. In addition to regularly scheduled commission, which is indirectly paid for by certain Policy charges, distribution compensation can include periodic cash incentives paid based upon sales goals. We may enter into special compensation or reimbursement arrangements with certain broker-dealers for, among other things, training of sales personnel, marketing or other services they provide to us or to our affiliates. We may also pay other distribution expenses, marketing support allowances, conference sponsorship fees and production incentive bonuses. The list of broker-dealers to whom we pay conference sponsorship fees (typically ranging from $10,000 to $25,000) and marketing support allowances may change from time to time, but in calendar year 2006 the list included the following firms: Harbour Investments, Investacorp, Inc., Investors Capital Corp, and Horace Mann Investors, Inc. Any additional compensation is paid out of our own assets and will not result in any additional direct charge to you.

POLICY DISTRIBUTIONS

The principle purpose of the Policy is to provide a death benefit upon the insured's death, but before then you may also borrow against the Policy's Cash Surrender Value, take a partial withdrawal, or fully surrender it for its Cash Surrender Value. Tax penalties and surrender charges may apply to amounts taken out of your Policy.

❑ DEATH BENEFIT

Upon the insured's death, we will pay to the Policy beneficiary:
(a) the death benefit on the insured's life under the death benefit option in effect; plus
(b) any additional life insurance proceeds provided by any optional benefit or rider; minus
(c) any outstanding Policy debt; minus
(d) any due and unpaid Policy charges, including deductions for the month of death.

We will pay the death benefit after we receive Due Proof of Death of the insured's death and as soon thereafter as we have sufficient information about the beneficiary to make the payment. Death benefits may be paid pursuant to a payment option to the extent allowed by applicable law and any settlement agreement in effect at the insured's death. If neither you nor the beneficiary makes a payment option election within 60 days of our receipt of Due Proof of Death, we will issue a lump-sum payment to the beneficiary.

A death benefit is payable upon:
- Your Policy being in force;
- Our receipt of Due Proof of Death of the Insured;
- Our receipt of sufficient beneficiary information to make the payment; and
- Your election of a payment option.

"Due Proof of Death" is generally a certified copy of a death certificate, a certified copy of a decree of a court of competent jurisdiction as to the finding of death, or any other proof satisfactory to us.

▪ Death Benefit Options

You may choose one of two death benefit options. Option A is in effect unless you elect Option B.

Death Benefit Option A

If you prefer to have favorable investment performance, if any, reflected in higher Policy value rather than increased insurance coverage, you should generally select Option A.

Under Option A, the death benefit is the greater of:
(a) the specified amount of insurance coverage on the insured's date of death; or
(b) the Policy value on the date of death multiplied times the corridor percentage (see below).

Death Benefit Option B

If you prefer to have favorable investment performance, if any, reflected in increased insurance coverage rather than higher Policy value, you should generally select Option B.

Under Option B, the death benefit is the greater of:
(a) the specified amount of insurance coverage on the date of death plus the Policy value; or
(b) the Policy value on the date of death multiplied times the corridor percentage (see below).

Attained Age	Corridor %	Attained Age	Corridor %	Attained Age	Corridor %	Attained Age	Corridor %
0-40	250%						
41	243%	51	178%	61	128%	71	113%
42	236%	52	171%	62	126%	72	111%
43	229%	53	164%	63	124%	73	109%
44	222%	54	157%	64	122%	74	107%
45	215%	55	150%	65	120%	75-90	105%
46	209%	56	146%	66	119%	91	104%
47	203%	57	142%	67	118%	92	103%
48	197%	58	138%	68	117%	93	102%
49	191%	59	134%	69	116%	94+	101%
50	185%	60	130%	70	115%		

▪ Changes in Death Benefit Option

After the first Policy Year, you may change your Policy's death benefit option.

Changes in Death Benefit Option Rules

- Your request for a change must be by Written Notice.
- You can only change your Policy death benefit option once each Policy Year. The change will be effective on the Policy Month date after we receive your request.
- There is no fee to change your Policy death benefit option.
- *Changing from Option A to Option B:* The specified amount is decreased by an amount equal to the total Policy value as of the date of the change.
- *Changing from Option B to Option A:* The specified amount of insurance will equal the death benefit on the date of the change.
- The change is only allowed if the new specified amount of insurance meets the requirements set forth in the **Change in Specified Amount of Insurance Coverage** section, below.

▪ Change in Specified Amount of Insurance Coverage

You may change the current specified amount of insurance coverage by Written Notice on a form provided by us, and subject to our approval. A change could have federal tax consequences (see this Prospectus' **TAX MATTERS** section). Any change will take effect on the Policy Month date on or after the date we receive your Written Notice. You may not increase the current specified amount.

DECREASE (↓) in Coverage Rules

- No decrease is allowed in the first Policy Year except for a decrease which is the result of a partial withdrawal.
- The specified amount of coverage after the decrease must be at least the amount the Minimum First Year Premium would have purchased for the first three Policy Years and $15,000 thereafter. Further, no decrease is allowed if the specified amount is less than $15,000 in the first three Policy Years.
- We may limit any requested decrease to the amount necessary to keep the Policy in compliance with maximum premium limits under federal tax law.

❑ MATURITY DATE

The Policy's normal Maturity Date is the Policy Anniversary next following the insured's 95th birthday. On the Maturity Date, we will pay you the Policy value, less any loan and unpaid loan interest, if (a) the insured is then living; (b) this Policy is in force; and (c) coverage beyond maturity is not elected. The Policy may terminate prior to the Maturity Date as described above under the Lapse and Grace Period provision. If the Policy does continue in force to the Maturity Date, it is possible there will be little or no Policy value at that time.

● Coverage Beyond Maturity

During the 90 days before the normal Policy Maturity Date, you may elect a no-cost Extended Maturity Rider to continue the Policy in force beyond the Maturity Date. The election must be made by Written Notice. As long as the Cash Surrender Value exceeds zero, the Policy may remain in force to provide a death benefit at the insured's death. After the normal Maturity Date, the following will then apply:

- The extended Maturity Date is the date of the insured's death.
- No further premium will be accepted.
- Cost of insurance will be zero.
- Any loan outstanding will continue to accrue interest expense.
- All Policy provisions not changed by the Extended Maturity Rider remain in effect.
- The Policy could still lapse prior to the insured's death if Cash Surrender Value decreases to zero.

❑ POLICY LOANS

If you ask, your sales representative or we may be able to provide you with illustrations giving examples of how a loan might affect Policy value, Cash Surrender Value and death benefit. If the Policy is a modified endowment contract under tax law, then a Policy loan will be treated as a partial withdrawal for tax purposes. Any loan transaction will permanently affect Policy values, including net Policy funding used to determine if the Guaranteed Death Benefit remains in effect.

Amount You Can Borrow	Loan Interest Rate
Loan of Policy Earnings. Upon Policy issue, you may borrow up to 100% of the Policy earnings (Policy value greater than premiums paid), less previous partial withdrawals.	Loan of Policy Earnings. Current net annual loan interest rate of 0%: we charge a current interest rate with a 4.5% effective annual yield (guaranteed to not exceed 8%), but we also credit an interest rate with an effective annual yield of 4.5% to any amounts in the Loan Account.
Loan of Remaining Policy Value. Upon Policy issue, you may borrow not less than $1,000 and up to an amount equal to 85% of the Cash Surrender Value, minus accrued Policy expenses as of the date of the loan. (TX and VA Policy Owners may borrow 100% of the Cash Surrender Value after deducting interest and Policy charges for the remainder of the Policy Year.)	Loan of Remaining Policy Value. Current net annual loan interest rate of 1.5%: we charge a current interest rate with a 6% effective annual yield (guaranteed to not exceed 8%), but we also credit an interest rate with an effective annual yield of 4.5% to any amounts in the Loan Account.

Loan Rules

- The Policy must be assigned to us as sole security for the loan.
- We will accept a loan request signed by you on our form of Written Notice by mail or facsimile.
- We will transfer all loan amounts from the Subaccounts and the Fixed Account to a Loan Account. The amounts will be transferred on a pro rata basis, unless you instruct us otherwise. If the value of an investment option after a transfer pursuant to your instructions is less than $100, the amounts will be transferred on a pro rata basis.
- Loan interest is due on each Policy Anniversary. If the interest is not paid when due, we will transfer an amount equal to the unpaid loan interest from only Policy investment options you designate; if that is not possible (due to insufficient value in an investment option you elect) or you have not provided such instructions, we will deduct loan interest on a pro-rata basis from balances in all Subaccounts and the Fixed Account.
- If Policy debt exceeds Policy value minus the Surrender Charge minus accrued expenses and charges, you must pay the excess or your Policy will lapse.
- All or part of a loan may be repaid at any time while the Policy is in force. We will deduct the amount of the loan repayment from the Loan Account and allocate that amount among the Subaccounts and the Fixed Account in the same percentages as net premium is allocated on the date of repayment. We will treat any amounts you pay us as a premium unless you specify that it is a loan repayment.
- The death benefit will be reduced by the amount of any loan outstanding and unpaid loan interest on the date of the insured's death.
- Loans from, or secured by, a Policy that is not a modified endowment contract are not treated as distributions. However, it is possible that preferred rate loans could be treated as distributions rather than loans.
- We may defer making a loan for up to six months unless the loan is to pay premiums to us.

❑ FULL SURRENDER

While the insured is alive, you may terminate the Policy for its Cash Surrender Value. Following a full surrender, all your rights in the Policy end, and the Policy may not be reinstated.

Full Surrender Rules

- We will accept a full surrender request signed by you on our form of Written Notice by mail or facsimile. However, when accepting a request by a method not requiring an original signature, there is a greater possibility that unauthorized persons can manipulate your signature and make changes on your Policy (including withdrawals) without your knowledge.
- The applicable Surrender Charge is described in your Policy and the **CHARGES** section of this Prospectus.
- Surrenders may be taxable, and a 10% federal tax penalty on gains may apply prior to age 59½. See the **TAX MATTERS** section of this prospectus for more information.
- We may defer surrender payments from the Fixed Account for up to six months from the date we receive your request.

❑ PARTIAL WITHDRAWAL

While the insured is alive, you may withdraw part of the Policy value. The amount requested and any partial withdrawal charge will usually be deducted from the Policy value on the date we receive your request if received before 3 p.m. Central Time. Such a reduction will impact the net Policy funding used to determine if the Guaranteed Death Benefit remains in effect.

If *Death Benefit Option A* (described above) is in effect, then the current specified amount of insurance coverage as well as Policy value will be reduced by the amount of any partial withdrawal.

If *Death Benefit Option B* (described above) is in effect, the Policy value will be reduced by the amount of the partial surrender, but the specified amount of insurance coverage will not change.

Partial Surrender Rules

- A partial surrender request must be made by Written Notice.
- The applicable Partial Withdrawal Charge is described in your Policy and the **CHARGES** section of this Prospectus.
- The *minimum* partial withdrawal amount is $500; the *maximum* is an amount such that remaining Cash Surrender Value is at least $1,000 (and for Policy Years 1-7, an amount not greater than 10% of the Minimum First Year Premium) and the specified amount of insurance coverage after the withdrawal must be at least as much as the Minimum First Year Premium would have purchased during the first three Policy Years, and $15,000 thereafter. Also, no partial withdrawal is allowed if the specified amount is less than $15,000 in the first three Policy Years.
- A partial withdrawal is irrevocable.
- Partial withdrawals are made first from premiums paid and then from earnings, beginning with the most recent premium payment, unless the Policy is a modified endowment contract. If the Policy is a modified endowment contract, partial withdrawals are made first from earnings and then from premiums, beginning with the most recent premium payment.
- Partial withdrawals will be deducted from your Policy investment options on a pro rata basis, unless you instruct us otherwise. If the value of an investment option after a withdrawal pursuant to your instructions is less than $100, the amounts will be deducted on a pro rata basis.
- Partial withdrawals result in cancellation of Accumulation Units from each applicable Subaccount. You may direct us to deduct withdrawal amounts from investment options you elect; if that is not possible (due to insufficient value in one of the investment options you elect) or you have not given such instructions, we will deduct withdrawals on a pro-rata basis from all Subaccounts and the Fixed Account.
- We reserve the right to defer withdrawal payments from the Fixed Account for up to six months from the date we receive your request.
- Depending upon the circumstances, a partial withdrawal may have tax consequences.

❑ PAYMENT OF POLICY PROCEEDS

A primary function of a life insurance policy is to provide payment options for payment of Policy proceeds in a way that best benefits the payee. Policy proceeds are payable upon the insured's death, a full surrender or partial withdrawal of Policy value, or upon any other benefit where certain proceeds are payable. You may elect to have Policy proceeds paid under one of several payment options or as a lump sum. If another option is not chosen within 60 days of the date we receive satisfactory proof of the insured's death, we will make payment in a lump sum to the beneficiary.

Rules for Payment of Policy Proceeds

- You, or your beneficiary after your death if you are the insured, may elect a payment option by completing an election form that can be requested from us at any time.
- Payees must be individuals who receive payments in their own behalf unless otherwise agreed to by us.
- An association, corporation, partnership or fiduciary can only receive a lump sum payment or a payment under a fixed period payment option (Option C).
- Any payment option chosen will be effective when we acknowledge it.
- We may require proof of your age or survival or the age or survival of the payee.
- We reserve the right to pay the proceeds in one lump sum when the amount is less than $5,000, or when the payment option chosen would result in periodic payments of less than $100. If any payment would be or becomes less than $100, we also have the right to change the frequency of payments to an interval that will result in payments of at least $100. In no event will we make payments under a payment option less frequently than annually.
- No payee may commute, encumber or alienate any proceeds under this Policy before they are due. No proceeds are subject to attachment for any debt or obligation of any payee.
- When the last payee dies, we will pay to the estate of that payee any amount on deposit, or the then present value of any remaining guaranteed payments under a fixed payment option.

Payments under the payment options are *fixed payments* based on a fixed rate of interest at or higher than the minimum effective annual rate which is guaranteed to yield 3% on an annual basis. Proceeds to fund payments are transferred to our general account and are no longer a part of the Separate Account. We have sole discretion whether or not to pay a higher interest rate for payment options A, B, C, D or E (see below). Current single premium immediate annuity rates for options D or E are used if higher than the guaranteed amounts (guaranteed amounts are based upon the tables contained in the Policy). Current interest rates, and further information, may be obtained from us. The amount of each fixed annuity payment is set and begins on the date payment of Policy proceeds is to begin, and does not change.

- **Selecting a Payment Option**

Once fixed payments under a payment option begin, they cannot be changed. (We may allow the beneficiary to transfer amounts applied under options A to C to options D to F after the date payment of Policy proceeds begins. However, we reserve the right to discontinue this practice.)

The longer the guaranteed or projected payment option period, the lower the amount of each payment.

Note: If you elect payment options D or E and select a non-guaranteed period, it is possible that only one annuity payment would be made under the payment option if the person whose life the payment is based upon (the "measuring life") dies before the due date of the second payment, only two payments would be made if the "measuring life" died before the due date of the third payment, etc.

The payment options for receiving Policy proceeds are:

A. *Interest Payment*. We will pay interest each month at a rate determined by us on the amount retained.

B. *Payments for a Fixed Amount*. Proceeds are paid in equal monthly installments until proceeds, with interest, have been fully paid. The total annual payment must be at least 5% of the amount retained.

C. *Payments for a Fixed Period*. Proceeds are paid in equal monthly installments for the specified period chosen not to exceed 20 years. Monthly incomes for each $1,000 of proceeds, which include interest, are illustrated by a table in the Policy.

D. *Lifetime Income*. Proceeds are paid as equal monthly installments based on the life of a named person, and continue for the lifetime of that person. Variations provide for guaranteed payments for a period of time or a lump sum refund.

E. *Joint and Last Survivor Lifetime Income*. Proceeds are paid as equal monthly installments during the joint lives of two individuals and until the last of them dies. Variations provide for a reduced amount of payment during the lifetime of the surviving person.

F. *Lump Sum*. Proceeds are paid in one sum.

In most cases, when death benefit proceeds are paid in a lump sum, we will pay the death benefit proceeds by establishing an interest bearing account for the beneficiary, in the amount of the death benefit proceeds payable. The same interest rate schedule and other account terms will apply to all beneficiary accounts in place at any given time. We will send the beneficiary a checkbook within 7 days after we receive all the required documents, and the beneficiary will have immediate access to the account simply by writing a check for all or any part of the amount of the death benefit proceeds payable. The account is part of our general account. It is not a bank account and it is not insured by the FDIC or any other government agency. As part of our general account, it is subject to the claims of our creditors. We receive a benefit from all amounts left in the general account.

TAX MATTERS

The following is only general information about federal tax law and is not intended as tax advice to any individual. Tax laws affecting the Policy are complex, may change and are affected by your facts and circumstances. We cannot guarantee the tax treatment of the Policy or any transaction involving the Policy. You should consult your own tax adviser as to how these general rules and any applicable taxes will apply to you if you purchase a Policy.

❑ LIFE INSURANCE QUALIFICATION; TAX TREATMENT OF DEATH BENEFIT

The Internal Revenue Code, as amended (the "Code") defines a life insurance contract for federal income tax purposes. This definition can be met if an insurance contract satisfies either one of two tests set forth in that section. The Code and related regulations do not directly address the manner in which these tests should be applied to certain features of the Policy. Thus, there is some uncertainty about how those tests apply to the Policy.

Nevertheless, we believe the Policy qualifies as a life insurance contract for federal tax purposes, so that:

- the death benefit should be fully excludable from the beneficiary's gross income; and
- you should not be considered in constructive receipt of the Cash Surrender Value, including any increases in Cash Surrender Value, unless and until it is distributed from the Policy. However, Congress has recently enacted new statutory provisions relating to employer owned life insurance. The death benefit of life insurance owned by an employer is taxable unless the insured is a certain class of employee and has been given notice and has consented to coverage on his life. Specific statutory requirements must be satisfied for the death benefit of employer owned life insurance to be excluded from taxable income. Any employer contemplating the purchase of life insurance contract should consult a tax advisor.

We reserve the right to make such changes in the Policy as we deem necessary to assure it qualifies as a life insurance contract under the Code and continues to provide the tax benefits of such qualification.

Modified Endowment Contracts. The Code establishes a class of life insurance contracts designated as modified endowment contracts. The Code rules governing whether a Policy will be treated as a modified endowment contract are extremely complex. In general, a Policy is a modified endowment contract if the accumulated premium payments made at any time during the first seven Policy Years exceed the sum of the net level premium payments which would have been paid on or before such time if the policy provided for paid-up future benefits after the payment of seven level annual premiums. A Policy may also become a modified endowment contract because of a material change. The determination of whether a Policy is a modified endowment contract after a material change generally depends upon the relationship of the Policy's death benefit and Policy value at the time of such change and the additional premium payments made in the seven years following the material change. A Policy may also become a modified endowment contract if the death benefit is reduced.

This Policy's flexibility and how you tailor it to meet your needs could cause it to be a modified endowment contract. We recommend you consult with a tax adviser to determine if desired Policy transactions may cause such treatment. When a premium payment is credited which we believe causes the Policy to become a modified endowment contract, we will notify you and offer you the opportunity to request a refund of that premium in order to avoid such treatment. You have 30 days after receiving such a notice to request the refund.

A Policy issued in exchange for a modified endowment contract is subject to tax treatment as a modified endowment contract. However, we believe that a Policy issued in exchange for a life insurance policy that is not a modified endowment contract will generally not be treated as a modified endowment contract if the death benefit of the Policy is greater than or equal to the death benefit of the Policy being exchanged. The payment of any premiums at the time of or after the exchange may, however, cause the Policy to become a modified endowment contract. You may, of course, choose to not make additional payments in order to prevent a Policy from being treated as a modified endowment contract.

❑ SPECIAL CONSIDERATIONS FOR CORPORATIONS

Premium paid by a business for a life insurance Policy is not deductible as a business expense or otherwise if the business is directly or indirectly a beneficiary of the Policy. For purposes of the alternative minimum tax ("AMT") that may be imposed on corporations, the death benefit from the Policy, even though excluded from gross

income for normal tax purposes, is included in "adjusted current earnings" for AMT purposes. In addition, although increases to the Policy's cash surrender value are generally excluded from gross income for normal income tax purposes, such increases are included in adjusted current earnings for income tax purposes. In recent years, Congress has adopted new rules relating to corporate owned life insurance. Any business contemplating the purchase of a new life insurance contract or a change in an existing contract should consult a tax advisor.

❑ TAX TREATMENT OF LOANS AND OTHER DISTRIBUTIONS

Upon a surrender or lapse of the Policy, if the amount received plus any outstanding Policy debt exceeds the total cost basis in the Policy, the excess will generally be treated as ordinary income subject to tax, regardless of whether a Policy is or is not a modified endowment contract. However, the tax consequences of distributions from, and loans taken from or secured by, a Policy depend on whether the Policy is classified as a modified endowment contract.

"Cost Basis in the Policy" means:
- the total of any premium payments or other consideration paid for the Policy, *minus*
- any withdrawals previously recovered that were not taxable.

Distributions from Policies Classified as Modified Endowment Contracts are subject to the following tax rules:

1) All distributions, including surrenders and partial withdrawals, are treated as ordinary income subject to tax up to the amount equal to the excess (if any) of the Policy value immediately before the distribution over the cost basis in the Policy at such time.
2) Loans from or secured by the Policy are treated as distributions and taxed accordingly. If you do not repay loan interest, the loan interest itself is treated as a distribution.
3) A 10% additional income tax is imposed on the portion of any distribution from, or loan taken from or secured by, the Policy that is included in income except where the distribution or loan is made on or after the Owner attains age 59½, is attributable to the Owner's becoming disabled, or is part of a series of substantially equal periodic payments for the life (or life expectancy) of the Owner or the joint lives (or joint life expectancies) of the Owner and the Owner's beneficiary.

Distributions from Policies Not Classified as Modified Endowment Contracts are generally treated as first recovering the cost basis in the Policy and then, only after the return of all such cost basis in the Policy, as distributing taxable income. An exception to this general rule occurs in the case of a decrease in the Policy's death benefit or any other change that reduces benefits under the Policy in the first 15 years after the Policy is issued and that results in a cash distribution to the Owner in order for the Policy to continue complying with the Code's definition of life insurance. Such a cash distribution will be taxed in whole or in part as ordinary income (to the extent of any gain in the Policy).

Loans from, or secured by, a Policy that is not a modified endowment contract are not treated as distributions. However, it is possible that reduced rate loans could be treated as distributions rather than loans.

Distributions (including upon surrender) and loans from, or secured by, a Policy that is not a modified endowment contract are not subject to the 10% additional income tax rule. If a Policy which is not now but later becomes a modified endowment contract, then any distributions made from the Policy within two years prior to the change will become taxable pursuant to modified endowment contract rules.

❑ OTHER POLICY OWNER TAX MATTERS

Depending on the circumstances, the exchange of a Policy, a change in the Policy's death benefit option, a Policy loan, a partial or full surrender, a lapse, a change in ownership, or an assignment of the Policy may have federal income tax consequences. In addition, federal, state and local transfer and other tax consequences of ownership or receipt of distributions from a Policy depend on the circumstances of each Owner or beneficiary.

Interest paid on Policy loans generally is not tax deductible.

Aggregation of modified endowment contracts. Pre-death distributions (including a loan, partial surrender, collateral assignment or full surrender) from a Policy that is treated as a modified endowment contract may require a special aggregation to determine the amount of income recognized on the Policy. If we or any of our affiliates issue more than one modified endowment contract to the same Policy Owner within any 12-month period, then for purposes of measuring the income on the Policy with respect to a distribution from any of those Policies, the income for all those Policies will be aggregated and attributed to that distribution.

Federal and state estate, inheritance and other tax consequences of ownership or receipt of proceeds under the Policy depend upon your or the beneficiary's individual circumstance.

Diversification requirements. Investments of the Separate Account must be "adequately diversified" for the Policy to qualify as a life insurance contract under the Code. Any failure to comply with diversification requirements could subject you to immediate taxation on the incremental increases in Policy value plus the cost of insurance protection for the year. However, we believe the Policy complies fully with such requirements.

Owner control. The Treasury Department stated that it anticipates the issuance of regulations or rulings prescribing the circumstances in which your control of the investments of the Separate Account may cause you, rather than us, to be treated as the owner of the assets in the Separate Account. To date, no such regulations or guidance has been issued. If you are considered the Owner of the assets of the Separate Account, income and gains from the Separate Account would be included in your gross income.

The ownership rights under the Policy are similar to, but different in certain respects from, those described by the IRS in rulings in which it determined that owners were not owners of separate account assets. For example, you have additional flexibility in allocating Policy premium and Policy values. These differences could result in you being treated as the owner of a pro rata share of the assets of the Separate Account. In addition, we do not know what standards will be set forth in the regulations or rulings which the Treasury may issue. We therefore reserve the right to modify the Policy as necessary to attempt to prevent you from being considered the Owner of the assets of the Separate Account.

Tax-advantaged arrangements. The Policy may be used in various arrangements, including non-qualified deferred compensation or salary continuance plans, split dollar insurance plans, executive bonus plans, tax exempt and nonexempt welfare benefit plans, retiree medical benefit plans and others. The tax consequences of such plans may vary depending on the particular facts and circumstances of each individual arrangement. If you are contemplating the use of the Policy in any arrangement the value of which depends in part on its tax consequences, you should be sure to consult a qualified tax advisor regarding the tax attributes of the particular arrangement and the suitability of this Policy for the arrangement.

APPENDIX A: Optional Features

This Appendix is intended to provide only a very brief overview of additional benefits available to be added to your Policy by rider. For more information, contact your registered representative or us. Certain riders may not be available in all States.

- **Extended Maturity Rider**

  This Rider allows you to extend the Maturity Date of the Policy beyond the normal Policy Maturity Date of the Policy Anniversary nearest the insured's 95th birthday so that the new Maturity Date becomes the date of the insured's death. This rider must be elected within 90 days of the normal Maturity Date.

  Cost: No extra cost.

- **Accelerated Benefit Rider for Terminal Illness**

  This Rider provides for the ability to accelerate the death benefit to be a living benefit to withdraw value from the Policy, as defined in the Rider, in the event of diagnosis of a terminal illness.

  Cost: No extra cost. The total value available as a benefit is an amount less than the total death benefit payable under the Policy.

DEFINED TERMS

Accumulation Units are an accounting unit of measure used to calculate the Policy value (or "Account value" or "Accumulation value") allocated to Subaccounts of the Separate Account. It is similar to a share of a mutual fund. The Policy describes how Accumulation Units are calculated.

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

Cash Surrender Value is the total Policy value less outstanding loans and loan interest, less any applicable surrender charge, and less any due but unpaid Policy charges.

Fixed Account is an account that credits a fixed rate of interest guaranteed by us and is not affected by the experience of the variable investment options of the Separate Account. The Fixed Account is part of our general account.

Loan Account is an account we maintain for your Policy if you have a Policy loan outstanding. The Loan Account is credited with interest and is not affected by the experience of the variable investment options of the Separate Account. The Loan Account is part of our general account.

Maturity Date is the Policy Anniversary nearest the insured's 95th birthday, unless extended by a rider benefit.

Owner, You, Your is you -- the person(s) or legal entity who may exercise all rights and privileges under the Policy. If there are joint Owners, the signatures of both Owners are needed to exercise rights under the Policy.

Policy Date is the effective date for Policy coverage. It is usually, but need not be, the same as the date the Policy is issued.

Policy Year/Month/Anniversary are measured from respective anniversary dates of the Policy Date of your Policy.

Premium

Guideline Single Premium is the single premium required to provide future benefits under the Policy and comply with Internal Revenue Code requirements for single premium life insurance.

Minimum First Year Premium is $10,000 ($5,000 for issue ages 0-15).

Planned Periodic Premium is a schedule of optional additional equal premiums payable at fixed intervals chosen by you, the Owner and cannot be less than $1,200 annually. You need not follow this schedule, nor will following it ensure that the Policy will remain in force.

Subaccount is a variable investment option division within the Separate Account for which Accumulation Units are separately maintained. Each Subaccount corresponds to a single, underlying, non-publicly traded portfolio issued through a series fund.

Valuation Period is the period commencing at the close of business of the New York Stock Exchange on each Business Day and ending at the close of business on the next succeeding Business Day.

We, Us, Our, Ameritas – Ameritas Life Insurance Corp.

Written Notice or Request -- Written notice, signed by you, in good order, on a form approved by or acceptable to us, that gives us the information we require and is received at Ameritas, Service Center, P.O. Box 82550, Lincoln, NE 68501 (or 5900 "O" Street, Lincoln, NE 68510), fax 1-402-467-7335. Call us if you have questions about what form or information is required. When notice is permitted and sent to us by facsimile, we have the right to implement the request if the copied or facsimile signature appears to be a copy of a your genuine original signature.

THANK YOU
for reviewing this Prospectus. You should also review the series fund prospectuses for those Subaccount variable investment option underlying portfolios you wish to select.

IF YOU HAVE QUESTIONS,
wish to request a Statement of Additional Information, or want information about a Policy including a personalized illustration, contact your sales representative, or write or call us at:

Ameritas Life Insurance Corp.
Service Center
P.O. Box 82550
Lincoln, Nebraska 68501
or
5900 "O" Street
Lincoln, Nebraska 68510
Telephone: 1-800-745-1112
Fax: 1-402-467-7335
Interfund Transfer Request Fax: 1-402-467-7923
www.ameritas.com

REMEMBER, THE CORRECT FORM
is important for us to accurately process your Policy elections and changes. Many can be found in the "on-line services" section of our Web Site. Or, call us at our toll-free number and we will send you the form you need.

❑ ILLUSTRATIONS

Illustrations are tools that can help demonstrate how the Policy operates, given the Policy's charges, investment options and any optional features selected, how you plan to accumulate or access Policy value over time, and assumed rates of return. Illustrations may also be able to assist you in comparing the Policy's death benefits, Cash Surrender Values and Policy values with those of other variable life insurance policies based upon the same or similar assumptions. You may ask your sales representative or us (at our toll-free telephone number) to provide an illustration, without charge, based upon your specific situation.

❑ STATEMENT OF ADDITIONAL INFORMATION; REGISTRATION STATEMENT

A Statement of Additional Information ("SAI") with the same date as this prospectus contains other information about us and the Policy. You may obtain a copy without charge upon request to our toll-free telephone number shown to the left. Information about us (including the SAI), is available on the SEC's Internet site at www.sec.gov, or can be reviewed and copies made at or ordered from (for a fee) the SEC's Public Reference Room, 450 Fifth St., NW, Washington, D.C. 20549-0102. (Direct questions to the SEC at 202-942-8090.)

❑ REPORTS TO YOU

We will send you a statement at least annually showing your Policy's death benefit, Policy value and any outstanding Policy loan balance. We will also confirm Policy loans, Subaccount transfers, lapses, surrender, partial withdrawals, and other Policy transactions as they occur. You will receive such additional periodic reports as may be required by the SEC.

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