

SERFF Tracking Number: AEMN-126405659 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 44232
Company Tracking Number: 411295AR65
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity
Project Name/Number: RAVA 5 Full Filing/411295

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Variable Annuity SERFF Tr Num: AEMN-126405659 State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 44232
Variable and Variable Closed
Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 411295AR65 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Debbie Berg, Linda Elston, Disposition Date: 12/07/2009
Claudia Gehrig, Jeff Pederson,
Susan Schmidt
Date Submitted: 12/03/2009 Disposition Status: Approved-
Closed
Implementation Date Requested: 04/30/2010 Implementation Date:

State Filing Description:

General Information

Project Name: RAVA 5 Full Filing Status of Filing in Domicile: Pending
Project Number: 411295 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 12/07/2009 Explanation for Other Group Market Type:
State Status Changed: 12/07/2009
Deemer Date: Created By: Susan Schmidt
Submitted By: Susan Schmidt Corresponding Filing Tracking Number:
Filing Description:
Subject: Individual Fixed and Variable Annuity Submission

We wish to place 2 fixed and variable annuity datapage forms 411265-DPRA57 and 411265-DPRA510.

Corresponding Filings Submitted at this time:
AEMN-126383983 (411295AR)

SERFF Tracking Number: AEMN-126405659 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 44232
Company Tracking Number: 411295AR65
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity
Project Name/Number: RAVA 5 Full Filing/411295
AEMN-126405659 (411295AR65) - this filing
AEMN-126405718 (411295AR76)

This filing is associated with our "Itasca Full Filing" project approved on 09/23/2009, your file number 43492 which contains the base contract 411265. The main purpose of both of these filings is to have one common set of contract forms that will be used by multiple distributors and administered by a single new administration system, rather than the several different forms currently in use, supported by several administration systems. This form and system standardization will be more efficient since we will have fewer forms in total to manage, fewer product rules, and it will allow us to provide better client service. Future products may use the base contract in this filing with new data pages we will file for those products. Similar, previously approved forms on our old administrative system will continue to be used in certain distribution channels, for certain distributors and certain tax qualified lines of business for an extended period of time. No part of this filing contains any unusual or controversial items from normal company or industry standards.

The applications to be used to apply for the filed product is found in AEMN-126383983. Please see the "Forms List" in the supporting document of all the forms that the submitted datapages will be used with. The highlighted forms are the forms that are submitted in this filing.

These variable annuities will be sold through different distributors in the bank, captive agent and broker-dealer markets on a nonqualified, IRA, TSA and 401 plan basis. We intend to implement the new forms after the latest of May 3, 2010, state approval or SEC annuity prospectus effective date. These variable forms are subject to federal jurisdiction, and accordingly the Flesch requirements do not apply.

The other forms in this submission will not replace any forms since approved forms on our old administrative system will continue to be used as we complete our conversion to the new system. Please see the Supporting Documentation tab for forms list of similar, approved forms along with primary differences.

Attached in the Supporting Documentation tab are redlined comparisons of these forms with similar forms in the Itasca Full Filing or with other previously approved, similar forms to aid your review.

CONTRACT DATA PAGE FORMS

...Form 411265-DPRA57....Form 411265-DPRA510

These data pages, to be issued with contract form 411265, approved with our Itasca Full Form filing, your file number 43492, reflect different surrender charge schedules and M & E fees. No purchase payment credit will be offered. The normal issue ages will be up to age 90. The minimum initial payment will be \$2,000 for non-qualified contracts and \$1,000 for tax qualified contracts. Additional payments (minimum \$50) are allowed but are not required.

STATEMENT OF VARIABILITY (SOV)

SERFF Tracking Number: AEMN-126405659 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 44232
 Company Tracking Number: 411295AR65
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity
 Project Name/Number: RAVA 5 Full Filing/411295

Material that may change is indicated by brackets on the submitted forms. Statements of Variability are included, and each form is annotated to match the SOV explanation given. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will not involve changes to the text without prior approval and will always meet or exceed the requirements of your state regulations.

To the best of our knowledge, these forms comply with your state regulations. Please call or email me if I can provide any further information to aid your review.

Sincerely,
 Susan Schmidt
 612-671-1734
 Susan.2.Schmidt@ampf.com

Company and Contact

Filing Contact Information

Susan Schmidt, Sr. Contract Analyst Susan.2.Schmidt@ampf.com
 9507 Ameriprise Financial Center 612-671-1734 [Phone]
 Minneapolis, MN 55474 612-671-3866 [FAX]

Filing Company Information

RiverSource Life Insurance Company CoCode: 65005 State of Domicile: Minnesota
 9550 Ameriprise Financial Center Group Code: 4 Company Type: Life
 H22/9550 Group Name: State ID Number:
 Minneapolis, MN 55474 FEIN Number: 41-0823832
 (612) 671-2465 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$125.00
 Retaliatory? Yes
 Fee Explanation: Domicile state of Minnesota requires as \$125.00 form filing fee.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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SERFF Tracking Number: AEMN-126405659 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 44232
Company Tracking Number: 411295AR65
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity
Project Name/Number: RAVA 5 Full Filing/411295
RiverSource Life Insurance Company \$125.00 12/03/2009 32442990

SERFF Tracking Number: AEMN-126405659 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 44232
Company Tracking Number: 411295AR65
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity
Project Name/Number: RAVA 5 Full Filing/411295

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	12/07/2009	12/07/2009

SERFF Tracking Number: AEMN-126405659 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:* 44232
Company Tracking Number: 411295AR65
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity
Project Name/Number: RAVA 5 Full Filing/411295

Disposition

Disposition Date: 12/07/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEMN-126405659 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 44232
 Company Tracking Number: 411295AR65
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity
 Project Name/Number: RAVA 5 Full Filing/411295

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variabilities		Yes
Supporting Document	Forms List		Yes
Supporting Document	Red-line Changes Comparison		Yes
Supporting Document	Certification		Yes
Supporting Document	Consumer Information Notice		Yes
Form	Contract Data RAVA 5 Advantage - 7 yr sc		Yes
Form	Contract Data RAVA 5 Advantage - 10 yr sc		Yes

SERFF Tracking Number: AEMN-126405659 State: Arkansas
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 Variable and Variable
 Product Name: Variable Annuity
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Form Schedule

Lead Form Number: 411265-DPRA57

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	411265-DPRA57	Data/DeclarContract	Data RAVA Initial ation Pages5 Advantage - 7 yr sc			0.000	411265-DPRA57.pdf
	411265-DPRA510	Data/DeclarContract	Data RAVA Initial ation Pages5 Advantage - 10 yr sc			0.000	411265-DPRA510.pdf

CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Retirement Advisor 5 Advantage** 1.

Contract Number: 2. [9920-SAMPLE] Contract Date: 2. [November 1, 2009]
 Annuitant: 2. [John Doe] Annuitization Start Date: 2. [November 1, 2069]
 Contract Owner: 2. [John Doe] Age at Issue: 2. [35]

Application Signed State/Contract Delivery State: [state] 3.

State Insurance Department: [1-800-ZZZ-ZZZZ] 4.

Initial Purchase Payment: [\$25,000] 2. Contract Type: [Non-Qualified] 5.

Scheduled Purchase Payment:
 Annual Amount: [NA] 2.

Maximum Purchase Payments Permitted:

1st Contract Year and Total:

- Under age [86] 6. [\$1,000,000] 10.
- 8. Age [86] or older and under age [91] 7. [\$100,000] 11.
- 9. Age [91] or older: [\$0] 12.

Each Contract Year thereafter:

- Under age [86] 6. [\$100,000] 13.
- 8. Age [86] or older and under age [91] 7. [\$50,000] 14.
- 9. Age [91] or older: [\$0] 15.

Minimum Additional Purchase Payment: [\$100] 16.

31. [Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account: [\$1,000] 17.]

32. Upon issuance of this contract your purchase payments have been scheduled to be paid and applied to the Fixed Account, [Guarantee Period Accounts] and variable subaccounts investing in funds as shown below. You may change the amount, frequency and allocations as provided in this contract. Refer to the Purchase Payments provision.

<u>Allocation</u>	<u>Payment Allocation Percentage</u>
RiverSource Life Regular Fixed Account	
33. [Special DCA 12 Mo Fixed Account - V]
Special DCA 6 Mo Fixed Account - V	
1 Year Guarantee Period Account	
2 Year Guarantee Period Account	
34. [3 Year Guarantee Period Account	
4 Year Guarantee Period Account	
5 Year Guarantee Period Account	
6 Year Guarantee Period Account	
7 Year Guarantee Period Account	
8 Year Guarantee Period Account	
9 Year Guarantee Period Account	
10 Year Guarantee Period Account	
35. [AIM V.I. Capital Appreciation Fund Ser 2]
Aim V.I. Capital Development Fund Ser 2	
Aim V.I. Global Htlh Care Fund Ser 2	
Aim V.I. International Growth Fund Ser 2	
AllianceBernstein VPS Gbl Them Gr Cl B	

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] 2.

Contract Date: [November 1, 2009] 2.

35.

Alliancebernstein VPS Gr & Inc Port CI B
 Alliancebernstein VPS Intl Val Port CI B
 American Century VP Mid Cap Value CI II
 American Century VP Ultra Class II
 American Century VP Value Class II
 Columbia High Yield Fund Var Ser CI B
 Columbia Marsico Grwth Fund Var Ser CI A
 Columbia Marsico Intl Oppt Var Ser CI B
 Columbia Small Cap Value Fund VS CI B
 Credit Suisse Trust Comm Rt Strategy
 Dreyfus Var Inv Fd Intl Eq Port Serv Shs
 Dreyfus Var Invest Fd Intl Val Serv Shs
 Eaton Vance VT Floating Rate Income Fund
 Fidelity VIP Contrafund Port Serv CI 2
 Fidelity VIP Invest Grd Bd Port Sev CI 2
 Fidelity VIP Mid Cap Port Service CI 2
 Fidelity VIP Overseas Port Service CI 2
 FTVIPT Franklin Income Secs Fund Class 2
 FTVIPT Templeton Glbl Bd Sec Fund Cls 2
 FTVIPT Templeton Growth Sec Fund Class 2
 GS VIT Mid Cap Value Fund Instl Shares
 GS VIT Structured U.S. Eq Fund Instl Shs
 Janus Aspen Srs Janus Port Svc Shs
 Legg Mason Ptnrs VA Sm Cap Gr Port CI I
 MFS Total Return Series Service Class
 MFS Utilities Series Service Class
 Oppenheimer Cap App Fund/VA Srv Shs
 Oppenheimer Glbl Sec Fund/VA Srv Shs
 Oppenheimer Main Street Sm Cap Fund/VA
 Oppenheimer Strat Bond Fund/VA Srv Shs
 PIMCO VIT All Asset Port Advisor Shs CI
 RiverSource Ptnrs VP Fundamental Value
 RiverSource Ptnrs VP Select Value
 RiverSource Ptnrs VP Small Cap Value
 RiverSource VP Cash Management
 RiverSource VP Diversified Bond
 RiverSource VP Diversified Equity Income
 RiverSource VP Glbl Inflation Protected
 Seligman VP Growth Fund
 RiverSource VP High Yield Bond
 RiverSource VP Income Opportunities
 RiverSource VP Dynamic Equity
 RiverSource VP Mid Cap Value
 RiverSource VP S&P 500 Index
 RiverSource VP Short Duration US Govt
 Threadneedle VP Emerging Markets
 Threadneedle VP Intl Opportunity
 Van Kampen LIT Comstock Port Class 2 Shs
 Van Kampen UIF Global Real Estate CI II
 Van Kampen UIF Mid Cap Gr Port CI II Shs
 Wanger International
 Wanger USA

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] [2.] Contract Date: [November 1, 2009] [2.]

[39.] [Asset Allocation Program Investment Selection: [VP Moderate Portfolio.]] [38.]

Fixed Account Minimum Interest Rate: [1.5%] [40.]

Any purchase payments and purchase payment credits allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of [3.5%]. New rates may be declared from time to time. [33.] [41.]

Any purchase payments and purchase payment credits allocated to the [6-Month] Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of [3.5%]. New rates may be declared from time to time. [33.] [41.]

[33.] [Any purchase payments and purchase payment credits allocated to the [12-Month] Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of [3.5%]. New rates may be declared from time to time.] [41.]

[42.] [MVA Risk Factor: [0.001] [18.]
See Guarantee Period Accounts endorsement, MVA formula.]

CV Waiver Percentage: [10%] [19.]
See the definition of "total free amount" in the Surrender Charge provision.

Hospitalization/Nursing Home Waiver Benefit Age: 75 [] [20.]
See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: [75] [21.]
See Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision.

ROPP Benefit Age: [75] [22.]
See Payments to Beneficiaries provision.

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value surrendered is from payments received during the seven years before surrender.

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
0	7.0%
1	7.0%
2	7.0%
3	6.0%
4	5.0%
5	4.0%
6	2.0%
7+	0.0%

You may surrender the greater of (1) your prior contract anniversary Contract Value multiplied by the CV Waiver Percentage shown above or (2) contract earnings each contract year without incurring a surrender charge. Refer to the Surrender Provisions.

Annual Mortality and Expense Risk Fee:

[43.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
0.95% + 0.00% = 0.95% of the daily net asset value]

Annual Variable Account Administrative Charge: [0% of the daily net asset value] [23.]

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] [2.]

Contract Date: [November 1, 2009] [2.]

Contract Administrative Charge:

Initial Annual Charge [\$30] [24.]

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed \$50.

Initial Annual Charge if contract value equals or exceeds [\$50,000] [25.] [\$0] [26.]

We reserve the right to charge up to \$20 after the first contract anniversary. See Contract Administrative Charge provision.

Regular Fixed Account Purchase Payment and Transfer Limits: [27.]

1. Payments to the Regular Fixed Account are limited to [100%] of each payment. [(There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)] [44.]

2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than [100%] of the total Contract Value. [(There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)] [44.] [28.]

3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:

[29.] a. [\$10,000] or

[30.] b. [30%] of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Retirement Advisor 5 Advantage**] 1.

Contract Number:] 2. [9920-SAMPLE] Contract Date:] 2. [November 1, 2009]
 Annuitant:] 2. [John Doe] Annuitization Start Date:] 2. [November 1, 2069]
 Contract Owner:] 2. [John Doe] Age at Issue:] 2. [35]

Application Signed State/Contract Delivery State: [state]] 3.

State Insurance Department: [1-800-ZZZ-ZZZZ]] 4.

Initial Purchase Payment: [\$25,000]] 2. Contract Type: [Non-Qualified]] 5.

Scheduled Purchase Payment:
 Annual Amount: [NA]] 2.

Maximum Purchase Payments Permitted:

1st Contract Year and Total:

- Under age [86]:] 6. [\$1,000,000]] 10.
-] 8. Age [86] or older and under age [91]:] 7. [\$100,000]] 11.
-] 9. Age [91] or older: [\$0]] 12.

Each Contract Year thereafter:

- Under age [86]:] 6. [\$100,000]] 13.
-] 8. Age [86] or older and under age [91]:] 7. [\$50,000]] 14.
-] 9. Age [91] or older: [\$0]] 15.

Minimum Additional Purchase Payment: [\$100]] 16.

] 31. [Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account: [\$1,000]] 17.

] 32. Upon issuance of this contract your purchase payments have been scheduled to be paid and applied to the Fixed Account, [Guarantee Period Accounts] and variable subaccounts investing in funds as shown below. You may change the amount, frequency and allocations as provided in this contract. Refer to the Purchase Payments provision.

<u>Allocation</u>	<u>Payment Allocation Percentage</u>
RiverSource Life Regular Fixed Account	
] 33. [Special DCA 12 Mo Fixed Account - V]
Special DCA 6 Mo Fixed Account - V	
] 34. [1 Year Guarantee Period Account	
2 Year Guarantee Period Account	
3 Year Guarantee Period Account	
4 Year Guarantee Period Account	
5 Year Guarantee Period Account	
6 Year Guarantee Period Account	
7 Year Guarantee Period Account	
8 Year Guarantee Period Account	
9 Year Guarantee Period Account	
10 Year Guarantee Period Account	
] 35. [AIM V.I. Capital Appreciation Fund Ser 2]
Aim V.I. Capital Development Fund Ser 2	
Aim V.I. Global Htlh Care Fund Ser 2	
Aim V.I. International Growth Fund Ser 2	
AllianceBernstein VPS Gbl Them Gr Cl B	

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] 2.

Contract Date: [November 1, 2009] 2.

35.

Alliancebernstein VPS Gr & Inc Port CI B
Alliancebernstein VPS Intl Val Port CI B
American Century VP Mid Cap Value CI II
American Century VP Ultra Class II
American Century VP Value Class II
Columbia High Yield Fund Var Ser CI B
Columbia Marsico Grwth Fund Var Ser CI A
Columbia Marsico Intl Oppt Var Ser CI B
Columbia Small Cap Value Fund VS CI B
Credit Suisse Trust Comm Rt Strategy
Dreyfus Var Inv Fd Intl Eq Port Serv Shs
Dreyfus Var Invest Fd Intl Val Serv Shs
Eaton Vance VT Floating Rate Income Fund
Fidelity VIP Contrafund Port Serv CI 2
Fidelity VIP Invest Grd Bd Port Sev CI 2
Fidelity VIP Mid Cap Port Service CI 2
Fidelity VIP Overseas Port Service CI 2
FTVIPT Franklin Income Secs Fund Class 2
FTVIPT Templeton Gbl Bd Sec Fund Cls 2
FTVIPT Templeton Growth Sec Fund Class 2
GS VIT Mid Cap Value Fund Instl Shares
GS VIT Structured U.S. Eq Fund Instl Shs
Janus Aspen Srs Janus Port Svc Shs
Legg Mason Ptnrs VA Sm Cap Gr Port CI I
MFS Total Return Series Service Class
MFS Utilities Series Service Class
Oppenheimer Cap App Fund/VA Srv Shs
Oppenheimer Gbl Sec Fund/VA Srv Shs
Oppenheimer Main Street Sm Cap Fund/VA
Oppenheimer Strat Bond Fund/VA Srv Shs
PIMCO VIT All Asset Port Advisor Shs CI
RiverSource Ptnrs VP Fundamental Value
RiverSource Ptnrs VP Select Value
RiverSource Ptnrs VP Small Cap Value
RiverSource VP Cash Management
RiverSource VP Diversified Bond
RiverSource VP Diversified Equity Income
RiverSource VP Gbl Inflation Protected
Seligman VP Growth Fund
RiverSource VP High Yield Bond
RiverSource VP Income Opportunities
RiverSource VP Dynamic Equity
RiverSource VP Mid Cap Value
RiverSource VP S&P 500 Index
RiverSource VP Short Duration US Govt
Threadneedle VP Emerging Markets
Threadneedle VP Intl Opportunity
Van Kampen LIT Comstock Port Class 2 Shs
Van Kampen UIF Global Real Estate CI II
Van Kampen UIF Mid Cap Gr Port CI II Shs
Wanger International
Wanger USA

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] [2.] Contract Date: [November 1, 2009] [2.]

[39.] [Asset Allocation Program Investment Selection: [VP Moderate Portfolio]] [38.]

Fixed Account Minimum Interest Rate: [1.5%] [40.]

Any purchase payments and purchase payment credits allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of [3.5%]. New rates may be declared from time to time. [33.] [41.]

Any purchase payments and purchase payment credits allocated to the [6-Month] Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of [3.5%]. New rates may be declared from time to time. [33.] [41.]

[33.] Any purchase payments and purchase payment credits allocated to the [12-Month] Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of [3.5%]. New rates may be declared from time to time. [41.]

[42.] [MVA Risk Factor: [0.001]] [18.]
See Guarantee Period Accounts endorsement, MVA formula.]

CV Waiver Percentage: [10%] [19.]
See the definition of "total free amount" in the Surrender Charge provision.

Hospitalization/Nursing Home Waiver Benefit Age: 75 [] [20.]
See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: [75] [21.]
See Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision.

ROPP Benefit Age: [75] [22.]
See Payments to Beneficiaries provision.

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value surrendered is from payments received during the ten years before surrender.

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
0	8.0%
1	8.0%
2	8.0%
3	7.0%
4	6.0%
5	5.0%
6	4.0%
7	3.0%
8	2.0%
9	1.0%
10+	0.0%

You may surrender the greater of (1) your prior contract anniversary Contract Value multiplied by the CV Waiver Percentage shown above or (2) contract earnings each contract year without incurring a surrender charge. Refer to the Surrender Provisions.

Annual Mortality and Expense Risk Fee:

[43.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
0.85% + 0.00% = 0.85% of the daily net asset value]

Annual Variable Account Administrative Charge: [0% of the daily net asset value] [23.]

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] [2.]

Contract Date: [November 1, 2009] [2.]

Contract Administrative Charge:

Initial Annual Charge [\$30] [24.]

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed \$50.

Initial Annual Charge if contract value equals or exceeds [\$50,000] [25.] [\$0] [26.]

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1. Payments to the Regular Fixed Account are limited to [100%] of each payment. [(There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)] [44.]
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than [100%] of the total Contract Value. [(There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)] [28.]
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - [29.] a. [\$10,000] or
 - [30.] b. [30%] of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

SERFF Tracking Number: AEMN-126405659 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 44232
 Company Tracking Number: 411295AR65
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity
 Project Name/Number: RAVA 5 Full Filing/411295

Supporting Document Schedules

Item Status: **Status**
Date:

Bypassed - Item: Flesch Certification
Bypass Reason: These variable forms are subject to federal jurisdiction, and accordingly the Flesch requirements do not apply.

Comments:

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

The applications to be used, 411297 and 411298, are currently filed in corresponding filing SERFF Tracking Number: AEMN-126383983.

Item Status: **Status**
Date:

Satisfied - Item: Statements of Variabilities

Comments:

See attached Statements of Variability for:
 411265-DPRA57
 411265-DPRA510

Attachments:

Statement of Variability 411265-DPRA57.pdf
 Statement of Variability 411265-DPRA510.pdf

Item Status: **Status**
Date:

Satisfied - Item: Forms List

Comments:

This forms list encompasses all forms being filed in this filing and in two other filings so that you can see the whole picture. However the forms relevant to this filing are highlighted.

SERFF Tracking Number: AEMN-126405659 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 44232
 Company Tracking Number: 411295AR65
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity
 Project Name/Number: RAVA 5 Full Filing/411295

Corresponding Filings Submitted at this time:

AEMN-126383983 (411295AR)
 AEMN-126405659 (411295AR65)
 AEMN-126405718 (411295AR76)

Attachment:

AR Forms List.pdf

Item Status: **Status Date:**

Satisfied - Item: Red-line Changes Comparison

Comments:

To aid your review, we've attached comparisons of the submitted forms with previously approved or pending similar forms.

The comparisons do not contain any state-specific changes, but the same changes apply to all state specific versions of the forms.

Attachments:

411265-DPRA57 compared to 411265-DPIN7.pdf
 411265-DPRA510 compared to 411265-DPIN10.pdf

Item Status: **Status Date:**

Satisfied - Item: Certification

Comments:

Attachments:

AR Certification 411295AR65.pdf
 AR Cert of Compliance Reg 33 411295AR65.pdf

Item Status: **Status Date:**

Satisfied - Item: Consumer Information Notice

Comments:

Attachments:

AR Guaranty Assn Notice.pdf
 AR Consumer Info Notice.pdf

RiverSource Life Insurance Company
Statement of Variability
November 17, 2009

Variable Material for Form 411265-DPRA57 and state variations thereof, Contract Data for RAVA 5 Advantage - 7 year

The form is designed for use with different variable annuity products and/or different distributors. Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of the laws of your state.

1. The marketing name is bracketed to indicate that it may change.
2. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the contract.
3. Name of state where contract is delivered.
4. State insurance department phone number where contract is delivered.
5. Contract Type shows tax qualification information such as Non-qualified, Tax qualified (TSA), 401a, IRA types, etc.

	Current value	Range of possible values	When it might change for new issues
6. Maximum Purchase Payments Permitted, first tier Age	86	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
7. Maximum Purchase Payments Permitted, upper limit second tier Age	91	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
8. Maximum Purchase Payments Permitted, lower limit second tier Age	86	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
9. Maximum Purchase Payments Permitted, upper limit Age	91	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
10. Maximum Purchase Payments Permitted, 1st Contract Year and Total, Maximum Amount	\$1,000,000	\$500,000 - \$5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
11. Maximum Purchase Payments Permitted, 1st Contract Year and Total, second tier Maximum Amount	\$100,000	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.

	Current value	Range of possible values	When it might change for new issues
12. Maximum Purchase Payments Permitted, 1st Contract Year and Total, upper limit Maximum Amount	\$0	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
13. Maximum Purchase Payments Permitted, Each Contract Year thereafter, Maximum Amount	\$100,000	\$10,000 - \$5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however, higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
14. Maximum Purchase Payments Permitted, Each Contract Year thereafter, second tier Maximum Amount	\$50,000	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
15. Maximum Purchase Payments Permitted, Each Contract Year thereafter, upper limit Maximum Amount	\$0	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
16. Minimum Additional Purchase Payment	\$100	\$10 - \$1,000	Based on the economic environment, product design and changes in processing costs. Will not change often.
17. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account	\$1,000	\$10 - \$10,000	Based on the economic environment, product design, and changes in processing costs. Will not change often.
18. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
19. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.
20. Hospitalization/Nursing Home Waiver Benefit Age	75	70-100	Based on the competitive or economic environment and changes in utilization of the waiver. Will not change often.
21. TI Waiver Benefit Age	75	70-100	Based on the competitive or economic environment, changes in utilization of the waiver, the death benefits available, and experienced mortality. Will not change often.
22. ROPP Benefit Age	75	70-100	Based on the competitive or economic environment, changes in utilization of the ROPP, the death benefits available, and experienced mortality. Will not change often.
23. Annual Variable Account Administrative Charge	0%	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. Contract Administrative Charge Initial Annual Charge	\$30	\$0 - \$50	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis.
25. Contract Administrative Charge required amount for reduced charge	\$50,000	\$0 - \$100,000	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often.
26. Contract Administrative Charge reduced Initial Annual Charge	\$0	\$0 - \$20	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis.
27. Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit	100%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
28. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit	100%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
29. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account dollar amount limit	\$10,000	\$100 - \$100,000	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
30. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit	30%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.

31. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account section. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
32. Guarantee Period Accounts phrase. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
33. Fixed Account options "Special DCA 12 Mo Fixed Account - V" and "Special DCA 6 Mo Fixed Account-V" are bracketed to indicate that we could change the periods available. For example, if we no longer offer a 12 month option, that bracketed item would be deleted, or if we may want to add a 3 month option. There will always be at least one option available, and periods would not be longer than 24 months. Any such change to this form will be applicable to all new issues of the contract.
34. Guarantee Period Accounts – durations offered may change over time. Also, this section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

35. Variable account fund names – funds offered may change over time.
36. The first page number will be 3.0 and subsequent page numbers will be 3.1, 3.2, 3.3 and so on, until the last page of the form. The number of pages will vary based on the insertion of optional death benefit rider and living benefit rider data page forms, as elected by the applicant. (The optional death benefit rider and living benefit rider data page forms are separate forms being submitted for approval.)
37. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
38. The Asset Allocation Program model selected by the applicant will print.
39. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
40. Fixed Account Minimum Interest Rate: We initially intend to issue this annuity in your state with a 1.5% GMIR for 2009 issues. For 2010 and later years, we may change the GMIR within a range of 1% to 3% for new issues of this annuity in accordance with the Standard Nonforfeiture Law in your state. The rate will either be a single percentage or a certain percentage for a specified number years and a different percentage thereafter. Refer to the actuarial memorandum submitted with this filing for additional information.
41. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
42. MVA Risk Factor. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
43. Mortality and Expense Risk Charge – may change depending upon customer elections of optional death benefit riders:

Current Base M&E Charges	Range of possible values	When it might change for new issues
.95%	0.50% - 2.00%	Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often.

Rider	Incremental Rider M&E Charges Added to Base M&E Charge if Rider Elected	Range of possible values	When it might change for new issues
411277 ROPP Death Benefit Rider (Only offered at older ages when the ROPP Benefit Age for currently issued product is less than 100.)	.20%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411278 MAV Death Benefit Rider	.25%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.

411279 Accumulation Death Benefit Rider	.40%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411280 Enhanced Death Benefit Rider	.45%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411291 MAV5 Death Benefit Rider	.10%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.

The entire section is bracketed to indicate that the rider fees may change to Annual Rider Fees rather than added to the base M&E charge. If that occurs, the available riders would be replaced and there would only be a single percentage in the brackets that would vary in the same range as for the base M&E charges above.

44. Regular Fixed Account Purchase Payment and Transfer Limits statement regarding dollar cost averaging exceptions. This section is bracketed to indicate that if the product design changes such that the exception no longer applies, the information contained in the brackets will be deleted for new issues.

RiverSource Life Insurance Company
Statement of Variability
November 17, 2009

Variable Material for Form 411265-DPRA510 and state variations thereof, Contract Data for RAVA 5 Advantage - 10 Year

The form is designed for use with different variable annuity products and/or different distributors. Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of the laws of your state.

1. The marketing name is bracketed to indicate that it may change.
2. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the contract.
3. Name of state where contract is delivered.
4. State insurance department phone number where contract is delivered.
5. Contract Type shows tax qualification information such as Non-qualified, Tax qualified (TSA), 401a, IRA types, etc.

	Current value	Range of possible values	When it might change for new issues
6. Maximum Purchase Payments Permitted, first tier Age	86	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
7. Maximum Purchase Payments Permitted, upper limit second tier Age	91	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
8. Maximum Purchase Payments Permitted, lower limit second tier Age	86	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
9. Maximum Purchase Payments Permitted, upper limit Age	91	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
10. Maximum Purchase Payments Permitted, 1st Contract Year and Total, Maximum Amount	\$1,000,000	\$500,000 - \$5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
11. Maximum Purchase Payments Permitted, 1st Contract Year and Total, second tier Maximum Amount	\$100,000	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.

	Current value	Range of possible values	When it might change for new issues
12. Maximum Purchase Payments Permitted, 1st Contract Year and Total, upper limit Maximum Amount	\$0	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
13. Maximum Purchase Payments Permitted, Each Contract Year thereafter, Maximum Amount	\$100,000	\$10,000 - \$5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however, higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
14. Maximum Purchase Payments Permitted, Each Contract Year thereafter, second tier Maximum Amount	\$50,000	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
15. Maximum Purchase Payments Permitted, Each Contract Year thereafter, upper limit Maximum Amount	\$0	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
16. Minimum Additional Purchase Payment	\$100	\$10 - \$1,000	Based on the economic environment, product design and changes in processing costs. Will not change often.
17. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account	\$1,000	\$10 - \$10,000	Based on the economic environment, product design, and changes in processing costs. Will not change often.
18. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
19. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.
20. Hospitalization/Nursing Home Waiver Benefit Age	75	70-100	Based on the competitive or economic environment and changes in utilization of the waiver. Will not change often.
21. TI Waiver Benefit Age	75	70-100	Based on the competitive or economic environment, changes in utilization of the waiver, the death benefits available, and experienced mortality. Will not change often.
22. ROPP Benefit Age	75	70-100	Based on the competitive or economic environment, changes in utilization of the ROPP, the death benefits available, and experienced mortality. Will not change often.
23. Annual Variable Account Administrative Charge	0%	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. Contract Administrative Charge Initial Annual Charge	\$30	\$0 - \$50	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis.
25. Contract Administrative Charge required amount for reduced charge	\$50,000	\$0 - \$100,000	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often.
26. Contract Administrative Charge reduced Initial Annual Charge	\$0	\$0 - \$20	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis.
27. Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit	100%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
28. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit	100%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
29. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account dollar amount limit	\$10,000	\$100 - \$100,000	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
30. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit	30%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.

31. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account section. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
32. Guarantee Period Accounts phrase. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
33. Fixed Account options "Special DCA 12 Mo Fixed Account-V" and "Special DCA 6 Mo Fixed Account - V" are bracketed to indicate that we could change the periods available. For example, if we no longer offer a 12 month option, that bracketed item would be deleted, or if we may want to add a 3 month option. There will always be at least one option available, and periods would not be longer than 24 months. Any such change to this form will be applicable to all new issues of the contract.
34. Guarantee Period Accounts – durations offered may change over time. Also, this section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

35. Variable account fund names – funds offered may change over time.
36. The first page number will be 3.0 and subsequent page numbers will be 3.1, 3.2, 3.3 and so on, until the last page of the form. The number of pages will vary based on the insertion of optional death benefit rider and living benefit rider data page forms, as elected by the applicant. (The optional death benefit rider and living benefit rider data page forms are separate forms being submitted for approval.)
37. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
38. The Asset Allocation Program model selected by the applicant will print.
39. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
40. Fixed Account Minimum Interest Rate: We initially intend to issue this annuity in your state with a 1.5% GMIR for 2009 issues. For 2010 and later years, we may change the GMIR within a range of 1% to 3% for new issues of this annuity in accordance with the Standard Nonforfeiture Law in your state. The rate will either be a single percentage or a certain percentage for a specified number years and a different percentage thereafter. Refer to the actuarial memorandum submitted with this filing for additional information.
41. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
42. MVA Risk Factor. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
43. Mortality and Expense Risk Charge – may change depending upon customer elections of optional death benefit riders:

Current Base M&E Charges	Range of possible values	When it might change for new issues
.85%	0.50% - 2.00%	Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often.

Rider	Incremental Rider M&E Charges Added to Base M&E Charge if Rider Elected	Range of possible values	When it might change for new issues
411277 ROPP Death Benefit Rider (Only offered at older ages when the ROPP Benefit Age for currently issued product is less than 100.)	.20%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411278 MAV Death Benefit Rider	.25%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.

411279 Accumulation Death Benefit Rider	.40%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411280 Enhanced Death Benefit Rider	.45%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411291 MAV5 Death Benefit Rider	.10%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.

The entire section is bracketed to indicate that the rider fees may change to Annual Rider Fees rather than added to the base M&E charge. If that occurs, the available riders would be replaced and there would only be a single percentage in the brackets that would vary in the same range as for the base M&E charges above.

44. Regular Fixed Account Purchase Payment and Transfer Limits statement regarding dollar cost averaging exceptions. This section is bracketed to indicate that if the product design changes such that the exception no longer applies, the information contained in the brackets will be deleted for new issues.

Forms List and Highlights of Differences Arkansas

This form **will replace** an existing approved form as shown below.

	Form Number	Form Name	Replaced Form Number	Status	Status Date	State/SERFF Filing Number
1.	411297	Individual Nonqualified Variable Annuity Application	131172	approved	05/26/2009	42458

These forms will **not replace** but are **similar to** existing approved forms as shown below.

	Form Number	Form Name	Similar Form Number	Status	Status Date	State/SERFF Filing Number
1.	411295	Deferred Annuity Contract	131102	Approved	04/10/2006	32337
2.	411295-DPRS5	Contract Data RAVA 5 Select				
3.	411265-DPRA57	Contract Data RAVA 5 Advantage - 7 yr sc	131101	Approved	04/10/2006	32336
4.	411265-DPRA510	Contract Data RAVA 5 Advantage - 10 yr sc				
5.	411276-DPRC5	Contract Data RAVA 5 Access	131103	Approved	04/10/2006	32338
6.	411291	Maximum 5-Year Anniversary Value Death Benefit Rider	131071	Approved	07/24/2003	23575
7.	DP411291	Contract Data Insert Page MAV5	NA			
8.	411296-JT	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life	411284-JT	Approved	09/23/2009	43480
9.	DP411296-JT	Contract Data Insert Page Joint GLWB	DP411284-JT			
10.	411296-SG	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life	411284-SG	Approved	09/23/2009	43480
11.	DP411296-SG	Contract Data Insert Page Single GLWB	DP411284-SG			
12.	411298	Individual Tax Qualified Variable Annuity Application	131173	approved	05/26/2009	42458

See Primary Differences below for highlights of differences from similar forms listed above.

Primary Differences

1.	Deferred Annuity Contracts and Contract Data pages:	<ul style="list-style-type: none"> • 411295 with 411295-DPRS5 has a 4 year surrender charge schedule vs. a 3 year for 131102 • Additional death benefit riders will be available with the new products • Death benefit rider fees are included in Mortality & Expense risk fee, rather than as a separate annual charge • Death Benefit values may be reset after a covered life change • There are no purchase payment credits available for products that use forms 411295-DPRS5, 411265-DPRA57 and 411265-DPRA510, and the similar products have purchase payment credits available. • The Mortality & Expense risk fees do not vary by tax qualification for the new products. The similar products have lower fees for tax qualified plans. • Surrender charges after spousal continuation apply only to additional payments (except for Select where there are no further SCs) for the new products. Any purchase payments surrendered following spousal continuation would still follow the surrender charge schedule under the similar products . • Transfers from the fixed account are allowed 30 days before or after the contract anniversary for the new products vs being allowed only 30 days after the contract anniversary for the similar products. • Transfers from the fixed account are limited to greater of 30% or \$10,000 for the new products vs. the greater of 30% or the previous year's transfers for the similar products. • Nursing home and terminal illness surrender charge waivers apply only to the owner for the new product, and under the similar product the owner and spouse were both covered. • Terminal illness wavier must be diagnosed after 1st anniversary for the new product and for the similar products the diagnosis must be after the contract was issued. • Surrender charge waivers under the new products will only be granted if the payment is made directly to the owner and not for 1035 exchanges. • Surrenders and charges under the new products will be deducted pro-rata from all accounts rather than not being deducted from GPA accounts or the Special DCA account unless there were insufficient funds in the other accounts under the similar products.
2.	Individual Variable Annuity Application:	<ul style="list-style-type: none"> • New products added to the new applications. Similar products will be using the previously approved application and were removed from the new application. • Several state specific fraud notices were removed since those states will not be using the new application. • Slight revisions of disclosures.
3.	Maximum 5-Year Anniversary Value Death Benefit Rider:	<ul style="list-style-type: none"> • Covered life changes such as spousal continuation will reset benefits or terminate the rider.
4.	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life:	<ul style="list-style-type: none"> • Banded benefit rates • Credit structure revised • Additional Waiting Period requirements. • Simplified benefits by combining the basic and lifetime benefits into one.
5.	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life:	<ul style="list-style-type: none"> • Banded benefit rates • Credit structure revised • Additional Waiting Period requirements. • Simplified benefits by combining the basic and lifetime benefits into one.

Forms **411295**, **411295-DPRS5**, **411265-DPRA57**, **411265-DPRA510** and **411276-DPRC5** will be used with previously approved forms as shown below:

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
411269	401a Annuity Endorsement	Approved	09/23/2009	43492
411271	Variable Annuity Unisex Endorsement	Approved	09/23/2009	43492
411272	Guarantee Period Accounts Endorsement	Approved	09/23/2009	43492
411273	Annuity Endorsement Roth IRA	Approved	09/23/2009	43492
411274	Annuity Endorsement SIMPLE	Approved	09/23/2009	43492
411275	Annuity Endorsement Trad-SEP IRA	Approved	09/23/2009	43492
131068C	TSA Endorsement with a Loan Provision	Approved	03/20/2009	41857
275193	TSA Endorsement without loan provision.	Approved	03/20/2009	41857
411277	Return of Purchase Payment (ROPP)Death Benefit Rider	Approved	09/23/2009	43480
411278	Maximum Anniversary Value (MAV) Death Benefit Rider	Approved	09/23/2009	43480
DP411278	Contract Data Insert Language MAV	Approved	09/23/2009	43480
411279	5% Accumulation Death Benefit Rider	Approved	09/23/2009	43480
DP411279	Contract Data Insert Language 5% Accumulation	Approved	09/23/2009	43480
411280	Enhanced Death Benefit Rider	Approved	09/23/2009	43480
DP411280	Contract Data Insert Language Enhanced Death Benefit	Approved	09/23/2009	43480
411281	Enhanced Earnings (EE) Death Benefit Rider	Approved	09/23/2009	43480
DP411281	Contract Data Insert Language EE	Approved	09/23/2009	43480
411282	Enhanced Earnings Plus (EEP) Death Benefit Rider	Approved	09/23/2009	43480
DP411282	Contract Data Insert Language EEP	Approved	09/23/2009	43480
411283	Guaranteed Minimum Accumulation Benefit Rider (GMAB)	Approved	09/23/2009	43480
DP411283	Contract Data Insert Language GMAB	Approved	09/23/2009	43480
411284-JT	Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider - Joint Life	Approved	09/23/2009	43480
DP411284-JT	Contract Data Insert Language Joint GLWB	Approved	09/23/2009	43480
411284-SG	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life	Approved	09/23/2009	43480
DP411284-SG	Contract Data Insert Language Single GLWB	Approved	09/23/2009	43480

Forms **411291**, **DP411291**, **411296-JT**, **DP411296-JT**, **411296-SG** and **DP411296-SG** will be used with previously approved forms as shown below:

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
411266	Individual Variable Annuity Application - OD	Approved	09/14/2009	43492
411267	Variable Annuity Application Acknowledgement Form - OD	Approved	09/14/2009	43492
411270	New Business Subaccount Funds Allocation - OD	Approved	09/14/2009	43492
411265	Deferred Annuity Contract	Approved	09/14/2009	43492
411265-DPSIG	Contract Data Signature Select	Approved	09/14/2009	43492
411265-DPSG1	Contract Data Signature One Select	Approved	09/14/2009	43492
411265-DPFCL	Contract Data FlexChoice Select	Approved	09/14/2009	43492
411265-DPIN5	Contract Data Innovations Select - 5 yr sc	Approved	09/14/2009	43492
411265-DPIN7	Contract Data Innovations Select - 7 yr sc	Approved	09/14/2009	43492
411265-DPIN10	Contract Data Innovations Select -10 yr sc	Approved	09/14/2009	43492
411265-DPBS6	Contract Data Builder Select - 6 yr sc	Approved	09/14/2009	43492
411265-DPBS8	Contract Data Builder Select - 8 yr sc	Approved	09/14/2009	43492
411276	Deferred Annuity Contract	Approved	09/14/2009	43492
411276-DPFCC	Contract Data FlexChoice Select - Cshare	Approved	09/14/2009	43492

Forms **AR** and **AR** will be used with previously approved forms as shown below:

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
131174	New Business Subaccount Funds Allocation - ID	Approved	03/20/2009	43480

CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Retirement Advisor 5 AdvantageInnovations Select**

Contract Number: 9920-SAMPLE Contract Date: ~~November~~ ~~October~~-1, 2009
 Annuitant: John Doe Annuitization Start Date: ~~November~~ ~~October~~-1, 2069
 Contract Owner: John Doe Age at Issue: 35

Application Signed State/Contract Delivery State: state

State Insurance Department: 800-ZZZ-ZZZZ

Initial Purchase Payment: \$25,000 Contract Type: Non-Qualified

Scheduled Purchase Payment:
 Annual Amount: NA

Maximum Purchase Payments Permitted:
 1st Contract Year and Total:
 - Under age 86: \$1,000,000
 - Age 86 or older and under age 91: ~~\$0~~ ~~100,000~~
 - Age 91 or older: \$0

Each Contract Year thereafter:
 - Under age 86: \$100,000
 - Age 86 or older and under age 91: ~~\$0~~ ~~50,000~~
 - Age 91 or older: \$0

Minimum Additional Purchase Payment: \$100

Minimum Purchase Payment or Transfer Amount
 to any Guarantee Period Account: \$1,000

Upon issuance of this contract your purchase payments have been scheduled to be paid and applied to the Fixed Account, Guarantee Period Accounts and variable subaccounts investing in funds as shown below. You may change the amount, frequency and allocations as provided in this contract. Refer to the Purchase Payments provision.

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
Fixed Account		AIM V.I.	
Regular Fixed Account	___%	Capital Appreciation Fund, Series II Shares	___%
6-month Special DCA Fixed Account	___%	Capital Development Fund, Series II Shares	___%
12-month Special DCA Fixed Account	___%	Global Health Care Fund, Series II Shares	___%
		International Growth Fund, Series II Shares	___%
Guarantee Period Accounts (GPA)		AllianceBernstein VPS	
1 Year Guarantee Period Account	___%	Global Thematic Growth Portfolio (Class B)	___%
2 Year Guarantee Period Account	___%	Growth and Income Portfolio (Class B)	___%
3 Year Guarantee Period Account	___%	International Value Portfolio (Class B)	___%
4 Year Guarantee Period Account	___%		
5 Year Guarantee Period Account	___%	American Century VP	
6 Year Guarantee Period Account	___%	Mid Cap Value, Class II	___%
7 Year Guarantee Period Account	___%	Ultra ^(R) , Class II	___%
8 Year Guarantee Period Account	___%	Value, Class II	___%
9 Year Guarantee Period Account	___%		
10 Year Guarantee Period Account	___%		

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~ 1, 2009

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
Columbia			
High Yield Fund, Variable Series, Class B	___%	Oppenheimer	
Marsico Growth Fund, Variable Series, Class A	___%	Capital Appreciation Fund/VA, Service Shares	___%
Marsico International Opportunities Fund, Variable Series, Class B	___%	Global Securities Fund/VA, Service Shares	___%
Small Cap Value Fund, Variable Series, Class B	___%	Main Street Small Cap Fund/VA, Service Shares	___%
Credit Suisse Trust -			
Commodity Return Strategy Portfolio	___%	Strategic Bond Fund/VA, Service Shares	___%
Dreyfus			
VIF International Equity Portfolio, Service Shares	___%	PIMCO VIT	
VIF International Value Portfolio, Service Shares	___%	All Asset Portfolio, Advisor Share Class	___%
Eaton Vance VT			
Floating-Rate Income Fund	___%	RiverSource Variable Series Trust	
Fidelity^(R) VIP			
Contrafund ^(R) Portfolio Service Class 2	___%	RiverSource Partners VP	
Investment Grade Bond Portfolio Service Class 2	___%	Fundamental Value Fund	___%
Mid Cap Portfolio Service Class 2	___%	Select Value Fund	___%
Overseas Portfolio Service Class 2	___%	Small Cap Value Fund	___%
Franklin Templeton VIP Trust			
Franklin Income Securities Fund - Class 2	___%	RiverSource VP	
Templeton Global Income Securities Fund - Class 2	___%	Cash Management Fund	___%
Templeton Growth Securities Fund - Class 2	___%	Diversified Bond Fund	___%
Goldman Sachs VIT			
Mid Cap Value Fund - Institutional Shares	___%	Diversified Equity Income Fund	___%
Structured U.S. Equity Fund - Institutional Shares	___%	Dynamic Equity Fund	___%
Janus Aspen Series			
Large Cap Growth Portfolio: Service Shares	___%	Global Inflation Protected Securities Fund	___%
Legg Mason Partners Variable			
Small Cap Growth Portfolio, Class I	___%	High Yield Bond Fund	___%
MFS^(R)			
Total Return Series - Service Class	___%	Income Opportunities Fund	___%
Utilities Series - Service Class	___%	Mid Cap Value Fund	___%
Seligman VP			
Growth Fund			
Threadneedle VP			
Emerging Markets Fund			
International Opportunity Fund			
Van Kampen LIT			
Comstock Portfolio Class II Shares			
Van Kampen UIF			
Global Real Estate Portfolio, Class II Shares			
Mid Cap Growth Portfolio, Class II Shares			
Wanger			
International			
USA			

Asset Allocation Program Investment Selection: ~~Portfolio Navigator Moderate Model~~ **VP Moderate Portfolio**

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~ 1, 2009

Fixed Account Minimum Interest Rate: X%

Any purchase payments and purchase payment credits allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of 3.5%. New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 6-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 12-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time.

MVA Risk Factor: 0.001

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10%

See the definition of "total free amount" in the Surrender Charge provision.

Hospitalization/Nursing Home Waiver Benefit Age: 75

See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: ~~75~~400

See Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision.

ROPP Benefit Age: ~~400~~*75

See Payments to Beneficiaries provision.

* ~~In the event of a "covered life change," then the ROPP Benefit Age is age 85.~~

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value surrendered is from payments received during the seven years before surrender.

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
0	87 .0%
1	87 .0%
2	7.0%
3	76 .0%
4	65 .0%
5	54 .0%
6	32 .0%
7 +	0.0%

You may surrender the greater of (1) your prior contract anniversary Contract Value multiplied by the CV Waiver Percentage shown above or (2) contract earnings each contract year without incurring a surrender charge. Refer to the Surrender Provisions.

Annual Mortality and Expense Risk Fee:

Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
~~1.05~~0.95% + 0% = ~~1.05~~0.95% of the daily net asset value

Annual Variable Account Administrative Charge: ~~0.15~~0% of the daily net asset value

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~ 1, 2009

Contract Administrative Charge:

Initial Annual Charge

~~\$40~~ ~~\$30~~

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed \$50.

Initial Annual Charge if contract value equals or exceeds \$50,000

\$0

We reserve the right to charge up to \$20 after the first contract anniversary. See Contract Administrative Charge provision.

Regular Fixed Account Purchase Payment and Transfer Limits:

1. Payments to the Regular Fixed Account are limited to 100% of each payment. (There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than 100% of the total Contract Value. (There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - a. \$10,000; or
 - b. 30% of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Retirement Advisor 5 AdvantageInnovations Select**

Contract Number: 9920-SAMPLE Contract Date: ~~October~~ November 1, 2009
 Annuitant: John Doe Annuitization Start Date: ~~October~~ November 1, 2009
 Contract Owner: John Doe Age at Issue: 35

Application Signed State/Contract Delivery State: state

State Insurance Department: 800-ZZZ-ZZZZ

Initial Purchase Payment: \$25,000 Contract Type: Non-Qualified

Scheduled Purchase Payment:
 Annual Amount: NA

Maximum Purchase Payments Permitted:
 1st Contract Year and Total:
 - Under age 86: \$1,000,000
 - Age 86 or older and under age 91: ~~\$0~~ \$100,000
 - Age 91 or older: \$0

Each Contract Year thereafter:
 - Under age 86: \$100,000
 - Age 86 or older and under age 91: ~~\$0~~ \$50,000
 - Age 91 or older: \$0

Minimum Additional Purchase Payment: \$100

Minimum Purchase Payment or Transfer Amount
 to any Guarantee Period Account: \$1,000

Upon issuance of this contract your purchase payments have been scheduled to be paid and applied to the Fixed Account, Guarantee Period Accounts and variable subaccounts investing in funds as shown below. You may change the amount, frequency and allocations as provided in this contract. Refer to the Purchase Payments provision.

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
Fixed Account		AIM V.I.	
Regular Fixed Account	___%	Capital Appreciation Fund, Series II Shares	___%
6-month Special DCA Fixed Account	___%	Capital Development Fund, Series II Shares	___%
12-month Special DCA Fixed Account	___%	Global Health Care Fund, Series II Shares	___%
		International Growth Fund, Series II Shares	___%
Guarantee Period Accounts (GPA)		AllianceBernstein VPS	
1 Year Guarantee Period Account	___%	Global Thematic Growth Portfolio (Class B)	___%
2 Year Guarantee Period Account	___%	Growth and Income Portfolio (Class B)	___%
3 Year Guarantee Period Account	___%	International Value Portfolio (Class B)	___%
4 Year Guarantee Period Account	___%		
5 Year Guarantee Period Account	___%	American Century VP	
6 Year Guarantee Period Account	___%	Mid Cap Value, Class II	___%
7 Year Guarantee Period Account	___%	Ultra ^(R) , Class II	___%
8 Year Guarantee Period Account	___%	Value, Class II	___%
9 Year Guarantee Period Account	___%		
10 Year Guarantee Period Account	___%		

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~ 1, 2009

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
Columbia			
High Yield Fund, Variable Series, Class B	___%	Oppenheimer	
Marsico Growth Fund, Variable Series, Class A	___%	Capital Appreciation Fund/VA, Service Shares	___%
Marsico International Opportunities Fund, Variable Series, Class B	___%	Global Securities Fund/VA, Service Shares	___%
Small Cap Value Fund, Variable Series, Class B	___%	Main Street Small Cap Fund/VA, Service Shares	___%
Credit Suisse Trust -			
Commodity Return Strategy Portfolio	___%	Strategic Bond Fund/VA, Service Shares	___%
Dreyfus			
VIF International Equity Portfolio, Service Shares	___%	PIMCO VIT	
VIF International Value Portfolio, Service Shares	___%	All Asset Portfolio, Advisor Share Class	___%
Eaton Vance VT			
Floating-Rate Income Fund	___%	RiverSource Variable Series Trust	
Fidelity^(R) VIP			
Contrafund ^(R) Portfolio Service Class 2	___%	RiverSource Partners VP	
Investment Grade Bond Portfolio Service Class 2	___%	Fundamental Value Fund	___%
Mid Cap Portfolio Service Class 2	___%	Select Value Fund	___%
Overseas Portfolio Service Class 2	___%	Small Cap Value Fund	___%
Franklin Templeton VIP Trust			
Franklin Income Securities Fund - Class 2	___%	RiverSource VP	
Templeton Global Income Securities Fund - Class 2	___%	Cash Management Fund	___%
Templeton Growth Securities Fund - Class 2	___%	Diversified Bond Fund	___%
Goldman Sachs VIT			
Mid Cap Value Fund - Institutional Shares	___%	Diversified Equity Income Fund	___%
Structured U.S. Equity Fund - Institutional Shares	___%	Dynamic Equity Fund	___%
Janus Aspen Series			
Large Cap Growth Portfolio: Service Shares	___%	Global Inflation Protected Securities Fund	___%
Legg Mason Partners Variable			
Small Cap Growth Portfolio, Class I	___%	High Yield Bond Fund	___%
MFS^(R)			
Total Return Series - Service Class	___%	Income Opportunities Fund	___%
Utilities Series - Service Class	___%	Mid Cap Value Fund	___%
Seligman VP			
Growth Fund			
Threadneedle VP			
Emerging Markets Fund			
International Opportunity Fund			
Van Kampen LIT			
Comstock Portfolio Class II Shares			
Van Kampen UIF			
Global Real Estate Portfolio, Class II Shares			
Mid Cap Growth Portfolio, Class II Shares			
Wanger			
International			
USA			

Asset Allocation Program Investment Selection: ~~Portfolio Navigator Moderate Model~~ ~~VP Moderate Portfolio~~

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~ 1, 2009

Fixed Account Minimum Interest Rate: X%

Any purchase payments and purchase payment credits allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of 3.5%. New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 6-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 12-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time.

MVA Risk Factor: 0.001

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10%

See the definition of "total free amount" in the Surrender Charge provision.

Hospitalization/Nursing Home Waiver Benefit Age: 75

See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: ~~75~~400

See Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision.

ROPP Benefit Age: ~~400~~75

See Payments to Beneficiaries provision.

* ~~In the event of a "covered life change," then the ROPP Benefit Age is age 85.~~

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value surrendered is from payments received during the ten years before surrender.

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
0	8.0%
1	8.0%
2	8.0%
3	7.0%
4	6.0%
5	5.0%
6	4.0%
7	3.0%
8	2.0%
9	1.0%
10 +	0.0%

You may surrender the greater of (1) your prior contract anniversary Contract Value multiplied by the CV Waiver Percentage shown above or (2) contract earnings each contract year without incurring a surrender charge. Refer to the Surrender Provisions.

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~ 1, 2009

Annual Mortality and Expense Risk Fee:

Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
.85% + 0% = .85% of the daily net asset value

Annual Variable Account Administrative Charge: ~~0.15~~0% of the daily net asset value

Contract Administrative Charge:

Initial Annual Charge

~~\$40~~\$30

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed \$50.

Initial Annual Charge if contract value equals or exceeds \$50,000

\$0

We reserve the right to charge up to \$20 after the first contract anniversary. See Contract Administrative Charge provision.

Regular Fixed Account Purchase Payment and Transfer Limits:

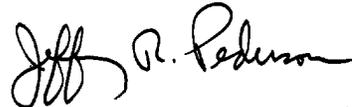
1. Payments to the Regular Fixed Account are limited to 100% of each payment. (There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than 100% of the total Contract Value. (There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - a. \$10,000; or
 - b. 30% of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

STATE OF ARKANSAS
Individual Variable Annuity
CERTIFICATION OF COMPLIANCE

Forms: 411265-DPRA57 and 411265-DPRA510

We certify that the above form being submitted meets the provisions of Rules 6 and 19 of the Arkansas Insurance Department Rules and Regulations as well as all applicable requirements of the Department.

I, Jeffrey R. Pederson, Assistant Secretary of RiverSource Life Insurance Company, further certify that I am familiar with the applicable laws, rules and regulations of the State of Arkansas, and that to the best of my knowledge, information and belief, all forms submitted with this letter are in compliance in all respects with the provisions of the Insurance Laws, Rules and Regulations of the State of Arkansas.



RiverSource Life Insurance Company
Jeffrey R. Pederson, Assistant Secretary

Date: December 3, 2009

CERTIFICATION

Form Number(s)	Form Title(s)
411265-DPRA57	Contract Data RAVA 5 Advantage - 7 yr sc
411265-DPRA510	Contract Data RAVA 5 Advantage - 10 yr sc

I, Susan Schmidt, Assistant Secretary of RiverSource Life Insurance Company, certify that RiverSource Life is in compliance with Regulation 33, particularly Article VI, VII, IX and XI.



RiverSource Life Insurance Company
Susan Schmidt, Assistant Secretary

Date: December 3, 2009

Limitations and Exclusions under the Arkansas Life and Disability Insurance Guaranty Association Act

Residents of this state who purchase life insurance, annuities, or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state, and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

Questions Regarding Your Policy?

If you have questions regarding your policy, you may contact the following:

Policyowner Service Department

Tele: (Hours are 7 am - 8 pm Central Standard time)

Representative Name:

Representative Address:

If we at fail to provide you with reasonable and adequate service, you should feel free to contact:

**Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904**

Tele: 1-800-852-5494