

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Variable Annuities

TOI: A03I Individual Annuities - Deferred
Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: AEMN-126224426 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 43492

Co Tr Num: 411265AR

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Debbie Berg, Linda Elston, Disposition Date: 09/24/2009

Claudia Gehrig, Susan Schmidt

Date Submitted: 09/14/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: 10/09/2009

Implementation Date:

State Filing Description:

General Information

Project Name: Itasca Full Filing

Project Number: 411265

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Domicile State of Minnesota is an Interstate Compact state. The base contract, datapages, applications, and endorsements for Minnesota has been filed via Interstate Compact. The riders and their datapage inserts have been filed individually with Minnesota and all other states.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 09/24/2009

Created By: Susan Schmidt

Corresponding Filing Tracking Number: AEMN-126242224

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/24/2009

Deemer Date:

Submitted By: Susan Schmidt

Filing Description:

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
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Project Name/Number: Itasca Full Filing/411265
Corresponding Filing Tracking Number: AEMN-126242224.

Subject: Individual Variable Annuity Submission

We wish to place the 35 variable annuity forms listed in the forms tab on file for approval. The forms are new and are similar to but do not replace any other forms on file. They consist of 1 contracts, 8 Data Pages, 8 Data Page Inserts, 2 applications, 1 other form, 6 endorsements and 9 riders. The main purpose of this filing 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 will allow us to provide better client service. Future products will use these base contracts with new data pages we will file for those products. The similar, previously approved forms will continue to be used in certain distribution channels and for certain distributors for an extended period of time. No part of this filing contains any unusual or controversial items from normal company or industry standards.

The 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 later of state approval or SEC annuity prospectus effective date (anticipated October 31, 2009). These variable forms are subject to federal jurisdiction, and accordingly the Flesch requirements do not apply.

These forms will not replace any forms. Please see Supporting Document for forms list of similarly approved forms along with primary differences identified, submitted forms in SERFF Tracking Number AEMN-126242224 that will be used with forms in this filing, and previously approved forms that will be used with the submitted forms.

CONTRACT FORM

Form 411265 – INDIVIDUAL FLEXIBLE PAYMENT DEFERRED ANNUITY CONTRACT

This contract and each data page listed below provide for contract values and annuity payments on a fixed, variable or some combination basis. Purchase payments may be allocated to:

- a Regular Fixed Account,
- a Special Dollar Cost Averaging (SDCA) Fixed Account and
- a variable account which offers a variety of subaccounts.

Contract Form 411265 will be issued with product-specific data pages (see below); the complete description of each product is found in the actuarial memorandum for each contract and data page combination. Surrender charges are payment-date based. It includes a purchase payment credits (bonus) provision and waiver of surrender charges for hospitalization, nursing home confinement and terminal illness. Endorsement form 411272 (Guarantee Period Accounts) will also be attached to this contract when offered. The contract provides payout rates on a sex-distinct basis. If issued to employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964, the

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

contract will include unisex rates endorsement form 411271. The contract is not used with an illustration. The actuarial memorandums submitted with this filing contain detailed product benefit and charge descriptions. The actuarial memorandums submitted with this filing also contain detailed information about the Fixed Account guaranteed minimum interest.

DATA PAGE FORMS

...Form 411265-DPSIG....Form 411265-DPSG1....Form 411265-DPFCL
...Form 411265-DPIN5....Form 411265-DPIN7.....Form 411265-DPIN10
...Form 411265-DPBS6...Form 411265-DPBS8

These various eight (8) data pages, to be issued with contract Form 411265, primarily reflect different surrender charge schedules, M & E fees and if a purchase payment credit will be offered, to match product offerings through different distributors. There is a separately numbered data page for each combination of surrender charges and M&E charges. The normal issue ages will be up to 85. The minimum initial payment will be \$10,000 for all products except for Form 411265-DPSG1 which has a minimum of \$25,000. Additional payments (minimum \$100) are allowed but are not required.

APPLICATION FORMS

'Front End' Application:

...Form 411266 (Individual Variable Annuity Application)

This application will be used to apply for contract Forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224) for sales where purchase information is not sent to us electronically by the agent/distributor.

'Back End' Application:

...Form 411267 (Variable Annuity Application Acknowledgement Form)

This application acknowledgement will be used for sales of contract Forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224) where purchase information is sent to us electronically by the agent/distributor. The application will be reviewed, corrected if necessary, signed by the applicant at contract delivery, and then mailed back to us. It will not be used for replacement sales unless paper state replacement forms are read, completed, signed and sent to RiverSource Life in advance.

OTHER FORM

...Form 411270 (New Business Subaccount Funds Allocation)

This form is used in conjunction with the front end application listed above for owner selection of the various fixed accounts and underlying variable subaccounts.

ENDORSEMENT FORMS

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

...Form 411269 (401a Annuity Endorsement)

This endorsement modifies the contract when issued as a tax-qualified 401 plan. It will be used with contract Forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224). These endorsements have been prepared to incorporate the most current legally required language for tax qualified contracts into the two annuity contracts in this submission. These endorsements do not alter the basic structure of the annuity contracts in terms of benefits, features or charges. Instead they provide current information and requirements with respect to contribution limits, required minimum distributions and distribution at death as specified by the IRS. The endorsement is intended to be made part of the contract at issue, or issued to a contract after the date of issue if converted to a plan that requires it.

...Form 411271 (Variable Annuity Unisex Endorsement)

This endorsement will be added to contracts issued as part of employer sponsored retirement plans such as SEP-IRA, TSA or 401 Plans. It will be used with contract Forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224). The endorsement replaces the contract's table(s) of sex distinct guaranteed and variable AIR annuitization rates with unisex table(s) to comply with the Norris decision. The endorsement is intended to be made part of the contract at issue, or issued to a contract after the date of issue if converted to a plan that requires it.

We will use Form 411271 with new issues of variable annuities containing both variable AIR tables based on the "2000 Individual Annuitant Mortality Table A", with 100% Projection Scale G and a 5% assumed investment return and guaranteed fixed annuitization tables based on the "2000 Individual Annuitant Mortality Table A" @ 2% with 100% Projection Scale G.

...Form 411272 (Guarantee Period Accounts Endorsement)

This endorsement provides Guarantee Period Accounts to the base contract. It will be used with contract Forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224). The Guarantee Period Accounts (GPAs) are part of a non-unitized separate account established by the company. The GPAs provide guaranteed interest rates on amounts invested over periods that can be selected from those the company makes available. We currently plan to provide GPA term durations from one to ten years. The minimum investment in any GPA is \$1,000. Amounts surrendered, transferred or settled under an annuity payment plan more than 30 days prior to the end of the guaranteed period are subject to a market value adjustment which may be positive or negative. No market value adjustment is applied to death benefits, amounts deducted to pay fees or charges under the contract or to surrenders under any applicable nursing home, hospital confinement or terminal illness surrender charge waivers. The endorsement is intended to be made part of the contract at issue, or could be added to in-force contracts if this feature was not offered originally. A complete description of this endorsement is found in the actuarial memorandums.

...Form 411273 (Annuity Endorsement Roth IRA)

This endorsement modifies the contract to qualify it as a Roth IRA plan. It will be used with contract Forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224). The endorsement is intended to be made part of the contract at

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

issue, or issued to a contract after the date of issue if converted to a Roth IRA plan.

...Form 411274 (Annuity Endorsement SIMPLE)

This endorsement modifies the contract to qualify it as a SIMPLE IRA plan. It will be used with contract Forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224). The endorsement is intended to be made part of the contract at issue, or issued to a contract after the date of issue if converted to a SIMPLE IRA plan.

...Form 411275 (Annuity Endorsement Trad-SEP IRA)

This endorsement modifies the contract to qualify it as a Traditional IRA or a SEP-IRA plan under the IRC. It will be used with contract Forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224). The endorsement is intended to be made part of the contract at issue, or issued to a contract after the date of issue if converted to a Traditional or SEP IRA plan.

OPTIONAL DEATH AND LIVING BENEFIT RIDERS

The optional death benefit riders listed below provide a death benefit in addition to the death benefit provided under the base contract. The optional living benefit riders listed below provide an additional living benefit to the base contract. The actuarial memorandums submitted with this filing contain detailed rider benefits and charges descriptions. These optional riders will be used with contract forms 411265 and 411276 (SERFF Tracking Number AEMN-126242224). These riders may also be used with future variable annuities we may develop.

DEATH BENEFIT RIDERS

...Rider Form 411277 (Return of Purchase Payment (ROPP) Death Benefit Rider)

The regular death benefit provision in the contract provides a return of purchase payments plus any purchase payment credits, adjusted for partial surrenders, as the death benefit, if greater than the contract value, for owners who are the benefit age shown under Contract Data or younger. If the owner is older than the benefit age, they can select this optional rider, which provides the same benefit, and pay a higher Mortality and Expense Risk fee. For the products in this filing, the benefit age is currently 100, so this rider will not be used unless the benefit age for new issues is lower than the maximum issue age for the product. The rider will also be used with contract forms 411265 and 411276 in conjunction with data pages for products to be developed and submitted in the future.

...Rider Form 411278 (Maximum Anniversary Value (MAV) Death Benefit Rider)

This optional death benefit rider replaces the regular death benefit provision and provides maximum anniversary value, if the amount is greater than the ROPP or contract value, upon death of the owner. The maximum age at which this death benefit rider may be elected is 75 or 79 depending on the distribution channel. For specified ownership changes, the rider terminates if the new owner is older than the benefit age shown under Contract data, currently age 79.

...Rider Form 411279 (5% Accumulation Death Benefit Rider)

This optional death benefit rider replaces the regular death benefit provision and provides a return of purchase

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

payments plus any purchase payment credits, increased annually until the owner reaches a specified age, currently age 81, if this amount is greater than the ROPP or contract value, upon death of the owner. The maximum age at which this death benefit rider may be elected is 75 or 79 depending on the distribution channel. For specified ownership changes, the rider terminates if the new owner is older than the benefit age shown under Contract data, currently age 79.

...Rider Form 411280 (Enhanced Death Benefit Rider)

This optional death benefit rider replaces the regular death benefit provision and provides the greatest of the 5% Accumulation, MAV, or ROPP, if the amount is greater than the contract value, upon death of the owner. The maximum age at which this death benefit rider may be elected is 75 or 79 depending on the distribution channel. For specified ownership changes, the rider terminates if the new owner is older than the benefit age shown under Contract data, currently age 79.

...Rider Form 411281 (Enhanced Earnings Death Benefit Rider (Benefit Protector))

This optional death benefit rider pays an additional death benefit, equals 40% of Earnings at Death if owner was under age 70 on date of issue of the rider. The benefit will equal 15% of Earnings at Death if the owner was between age 70 and 75 on date of issue of this rider. This decreased benefit at older issue ages is necessary due to the increased mortality of that group. This rider may be elected only when the oldest owner (oldest annuitant if there is a non-natural owner) meets the age limits on the date the rider is elected. The anticipated maximum issue age is 75. The marketing name in one of our distribution channels is Benefit Protector.

...Rider Form 411282 (Enhanced Earnings Plus Death Benefit Rider (Benefit Protector Plus))

This optional rider pays the same benefit as the Enhanced Earnings Death Benefit Rider above, plus a percentage of amounts exchanged from other contracts ("exchange amounts") applied to the contract within 6 months of the contract date (that have not been previously surrendered). That percentage is based on the contract year in which death occurs as listed under Contract Data. The marketing name in one of our distribution channels is Benefit Protector Plus.

DATA PAGE INSERT FORMS FOR DEATH BENEFIT RIDERS

...Form DP411278....Form DP411279...Form DP411280
...Form DP411281....Form DP411282

These applicable data page insert paragraphs will appear on the various (9) contract data pages when an associated optional death benefit rider form is selected at application or as an attachment if a rider is added after contract issue.

LIVING BENEFIT RIDERS

...Rider Form 411283 (Guaranteed Minimum Accumulation Benefit Rider (Accumulation Protector Benefit))

This optional rider provides a guaranteed contract value at the end of the specified waiting period regardless of the volatility inherent in the investments in the subaccounts. The GMAB rider provides a one-time adjustment to the contract value at the end of the waiting period on the benefit date if the contract value on that date is less than the Minimum

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

Contract Accumulation Value (MCAV) determined under the rider. At the end of the waiting period, the rider expires regardless of benefit amount. Currently, all owners (or annuitants if there is a non-natural owner) must be 80 or younger at issue to elect this rider. The marketing name in one of our distribution channels is Accumulation Protector Benefit.

...Rider Forms 411284-SG and 411284-JT (Guaranteed Lifetime Withdrawal Benefit Rider - Single and Joint Riders (SecureSource Stages))

These are optional guaranteed lifetime withdrawal benefit riders available as a single or joint rider. The single rider will initially be available up to issue age 80 and the joint rider the covered spouse must be 80 or younger on the issue date. This maximum rider issue age may change based on market conditions and experience. The marketing name in one of our distribution channels is SecureSource Stages.

DATA PAGE INSERT FORMS FOR LIVING BENEFIT RIDERS

...Form DP411283...Form DP411284-SG...Form DP411284-JT

The applicable data page insert paragraphs will appear on the various (9) contract data pages when an associated optional living benefit rider is selected at application or as an attachment if the rider is added after contract issue.

STATEMENT OF VARIABILITY

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, email or FAX me if I can provide any assistance.

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]

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

Filing Fees

Fee Required? Yes
Fee Amount: \$125.00
Retaliatory? Yes
Fee Explanation: Domicile state of Minnesota form filing fee is \$125.00 and allows only one contract per filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$125.00	09/14/2009	30521022

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
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 Project Name/Number: Itasca Full Filing/411265

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/24/2009	09/24/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/18/2009	09/18/2009	Susan Schmidt	09/23/2009	09/23/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Life & Annuity - Actuarial Memo	Susan Schmidt	09/15/2009	09/15/2009

SERFF Tracking Number: AEMN-126224426 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:* 43492
Company Tracking Number: 411265AR
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

Disposition

Disposition Date: 09/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo	Replaced	No
Supporting Document	Variability Statements		Yes
Supporting Document	Forms List		Yes
Supporting Document	Certifications		Yes
Supporting Document	Consumer Information Notice		Yes
Form	Deferred Annuity Contract		Yes
Form	Contract Data Signature Select		Yes
Form	Contract Data Signature One Select		Yes
Form	Contract Data FlexChoice Select		Yes
Form	Contract Data Innovations Select 5 yr sc		Yes
Form	Contract Data Innovations Select 7 yr sc		Yes
Form	Contract Data Innovations Select 10 yr sc		Yes
Form	Contract Data Builder Select 6 yr sc		Yes
Form	Contract Data Builder Select 8 yr sc		Yes
Form	Individual Variable Annuity Application		Yes
Form	Variable Annuity Application		Yes
Form	Acknowledgement Form		
Form	New Business Subaccount Funds Allocation		Yes
Form	401a Annuity Endorsement		Yes
Form	Variable Annuity Unisex Endorsement		Yes
Form	Guarantee Period Accounts Endorsement		Yes
Form	Annuity Endorsement Roth IRA		Yes
Form	Annuity Endorsement SIMPLE		Yes
Form	Annuity Endorsement Trad-SEP IRA		Yes
Form	Return of Purchase Payment Death Benefit Rider		Yes
Form	Maximum Anniversary Value Death Benefit Rider		Yes
Form	Datapage Insert Language MAV		Yes
Form	Accumulation Death Benefit Rider		Yes

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

Form	Datapage Insert Language 5% Accum	Yes
Form	Enhanced Death Benefit Rider	Yes
Form	Datapage Insert Language Enhanced	Yes
Form	Enhanced Earnings Death Benefit Rider	Yes
Form	Datapage Insert Language EE	Yes
Form	Enhanced Earnings Plus Death Benefit Rider	Yes
Form	Datapage Insert Language EEP	Yes
Form	Guaranteed Minimum Accumulation Benefit Rider	Yes
Form	Datapage Insert Language GMAB	Yes
Form	GLWB Rider Joint Life	Yes
Form	Datapage Insert Language GLWB JT	Yes
Form	GLWB Rider Single Life	Yes
Form	Datapage Insert Language GLWB SG	Yes

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/18/2009
Submitted Date 09/18/2009
Respond By Date 10/19/2009

Dear Susan Schmidt,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that a Consumer Information Notice accompany every policy. Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule. You may satisfy these requirements by including copies of the notices with your filing or certifying that you are in compliance.

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and regulation should be satisfied in as for as it applies to annuities.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: AEMN-126224426 State: Arkansas
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Company Tracking Number: 411265AR
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Project Name/Number: Itasca Full Filing/411265

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/23/2009
Submitted Date 09/23/2009

Dear Linda Bird,

Comments:

This is in response to the objection letter of 9/17/2009.

Response 1

Comments: Attached please find the requested notices and certifications.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that a Consumer Information Notice accompany every policy. Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule. You may satisfy these requirements by including copies of the notices with your filing or certifying that you are in compliance.

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and regulation should be satisfied in as for as it applies to annuities.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certifications

Comment:

Satisfied -Name: Consumer Information Notice

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

SERFF Tracking Number: AEMN-126224426 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:* 43492
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Thank you for your time and continued review. Please let me know if there are any additional concerns or information needed.

Thank you!

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

Sincerely,
Claudia Gehrig, Debbie Berg, Linda Elston, Susan Schmidt

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
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Amendment Letter

Submitted Date: 09/15/2009

Comments:

Removed an ROPP Endorsement actuarial memorandum for an endorsement that was not to be submitted. I apologize for this inconvenience.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Life & Annuity - Actuarial Memo

Comment: Attached are Actuarial Memorandums and Demonstrations to support the forms submitted for approval. Since contract form 411265 is for use with 8 various plans, separate pdf documents are grouped and labeled as one thru eight.

The remaining Actuarial memorandums will match up with the various riders forms.

Actuarial Memo 1 - 411265 w 411265-DPSIG and 411272.pdf

Prospective Test 1 - 411265 w 411265-DPSIG.pdf

Retrospective Test 1 - 411265 w 411265-DPSIG.pdf

Actuarial Memo 2 - 411265 w 411265-DPSG1 and 411272.pdf

Prospective Test 2 - 411265 w 411265-DPSG1.pdf

Retrospective Test 2 - 411265 w 411265-DPSG1.pdf

Actuarial Memo 3 - 411265 w 411265-DPFCL and 411272.pdf

Prospective Test 3 - 411265 w 411265-DPFCL.pdf

Retrospective Test 3 - 411265 w 411265-DPFCL.pdf

Actuarial Memo 4 - 411265 w 411265-DPIN5 and 411272.pdf

Prospective Test 4 - 411265 w 411265-DPIN5.pdf

Retrospective Test 4 - 411265 w 411265-DPIN5.pdf

Actuarial Memo 5 - 411265 w 411265-DPIN7 and 411272.pdf

Prospective Test 5 - 411265 w 411265-DPIN7.pdf

Retrospective Test 5 - 411265 w 411265-DPIN7.pdf

Actuarial Memo 6 - 411265 w 411265-DPIN10 and 411272.pdf

Prospective Test 6 - 411265 w 411265-DPIN10.pdf

Retrospective Test 6 - 411265 w 411265-DPIN10.pdf

Actuarial Memo 7 - 411265 w 411265-DPBS6 and 411272.pdf

Prospective Test 7 - 411265 w 411265-DPBS6.pdf

Retrospective Test 7 - 411265 w 411265-DPBS6.pdf

Actuarial Memo 8 - 411265 w 411265-DPBS8 and 411272.pdf

Prospective Test 8 - 411265 w 411265-DPBS8.pdf

Retrospective Test 8- 411265 w 411265-DPBS8.pdf

SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

Death Benefit Riders Actuarial Memo.pdf

GMAB Actuarial Memo.pdf

GLWB Stages Joint Actuarial Memo.pdf

GLWB Stages Single Actuarial Memo.pdf

Enhanced Earnings and Enhanced Earnings Plus Death Benefit Actuarial Memo.pdf

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

Form Schedule

Lead Form Number: 411265

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	411265	Policy/Cont	Deferred Annuity ract/Fratern Contract al Certificate	Initial		0.000	411265 contract.pdf
	411265- DPSIG	Data/Declar	Contract Data ation PagesSignature Select	Initial		0.000	411265- DPSIG.pdf
	411265- DPSG1	Data/Declar	Contract Data ation PagesSignature One Select	Initial		0.000	411265- DPSG1.pdf
	411265- DPFCL	Data/Declar	Contract Data ation PagesFlexChoice Select	Initial		0.000	411265- DPFCL.pdf
	411265- DPIN5	Data/Declar	Contract Data ation PagesInnovations Select 5 yr sc	Initial		0.000	411265- DPIN5.pdf
	411265- DPIN7	Data/Declar	Contract Data ation PagesInnovations Select 7 yr sc	Initial		0.000	411265- DPIN7.pdf
	411265- DPIN10	Data/Declar	Contract Data ation PagesInnovations Select 10 yr sc	Initial		0.000	411265- DPIN10.pdf
	411265- DPBS6	Data/Declar	Contract Data BuilderInitial ation PagesSelect 6 yr sc			0.000	411265- DPBS6.pdf
	411265- DPBS8	Data/Declar	Contract Data BuilderInitial ation PagesSelect 8 yr sc			0.000	411265- DPBS8.pdf
	411266	Application/	Individual Variable Enrollment Annuity Application Form	Initial		0.000	411266 Ind VA App.pdf
	411267	Application/	Variable Annuity Enrollment Application Form Acknowledgement Form	Initial		0.000	411267 VA App Acknowlegem ent.pdf
	411270	Other	New Business	Initial		0.000	411270

SERFF Tracking Number: AEMN-126224426 State: Arkansas
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Subaccount Funds Allocation				Subaccount Allocation.pdf
411269	Policy/Cont 401a Annuity ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	411269 401a Endorsement. pdf
411271	Policy/Cont Variable Annuity ract/Fratern Unisex Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	411271 Unisex Endorsement. pdf
411272	Policy/Cont Guarantee Period ract/Fratern Accounts al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	411272 GPA Endorsement. pdf
411273	Policy/Cont Annuity Endorsement ract/Fratern Roth IRA al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	411273 Roth IRA Endorsement. pdf

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

411274	Policy/Cont Annuity Endorsement Initial ract/Fratern SIMPLE al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	411274 SIMPLE IRA Endorsement. pdf
411275	Policy/Cont Annuity Endorsement Initial ract/Fratern Trad-SEP IRA al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	411275 Trad- SEP IRA Endorsement. pdf
411277	Policy/Cont Return of Purchase Initial ract/Fratern Payment Death al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	411277.pdf
411278	Policy/Cont Maximum Initial ract/Fratern Anniversary Value al Death Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	411278.pdf
DP411278	Policy/Cont Datapage Insert Initial ract/Fratern Language MAV	0.000	DP411278.pdf

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

411279	al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Accumulation Death Initial ract/Fratern Benefit Rider	0.000	411279.pdf
DP411279	al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Datapage Insert Initial ract/Fratern Language 5% Accum	0.000	DP411279.pdf
411280	al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Enhanced Death Initial ract/Fratern Benefit Rider	0.000	411280.pdf
DP411280	al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Datapage Insert Initial ract/Fratern Language Enhanced	0.000	DP411280.pdf

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

411281	Policy/Cont Enhanced Earnings ract/Fratern Death Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	411281.pdf
DP411281	Policy/Cont Datapage Insert ract/Fratern Language EE al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	DP411281.pdf
411282	Policy/Cont Enhanced Earnings ract/Fratern Plus Death Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	411282.pdf
DP411282	Policy/Cont Datapage Insert ract/Fratern Language EEP al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	DP411282.pdf
411283	Policy/Cont Guaranteed ract/Fratern Minimum	Initial	0.000	411283.pdf

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

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DP411283	Policy/Cont	Datapage Insert	Initial	0.000	DP411283.pdf
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411284-JT	Policy/Cont	GLWB Rider Joint	Initial	0.000	411284-
	ract/Fratern	Life			JT.pdf
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DP411284-	Policy/Cont	Datapage Insert	Initial	0.000	DP411284-
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411284-SG	Policy/Cont	GLWB Rider Single	Initial	0.000	411284-
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SERFF Tracking Number: AEMN-126224426 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
Company Tracking Number: 411265AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca Full Filing/411265

DP411284- SG	Policy/Cont Datapage Insert ract/Fratern Language GLWB SG al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	DP411284- SG.pdf
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Deferred Annuity Contract

**RiverSource Life
Insurance Company**

829 Ameriprise Financial Center
Minneapolis MN 55474



1. [829 Ameriprise Financial Center]

1. [1 (800) 333-3437]

This is a deferred annuity contract. It is a legal contract between You, as the Owner, and Us, RiverSource Life Insurance Company, a stock company, Minneapolis, Minnesota. **PLEASE READ YOUR CONTRACT CAREFULLY.**

If You are living on the Annuitization Start Date, We will begin to pay You monthly payments, subject to other provisions of this contract. This date may be changed as provided in this contract.

We issue this contract in consideration of the payment of the initial purchase payment.

ACCUMULATION VALUES AND ANNUITY PAYMENTS, WHEN BASED ON THE INVESTMENT RESULTS OF THE VARIABLE SUBACCOUNTS, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. SEE THE ACCOUNTS: FIXED AND VARIABLE SECTION FOR VARIABLE ACCOUNT PROVISIONS.

OPTIONAL RIDER CHARGES MAY REDUCE THE DEATH BENEFIT AMOUNT TO LESS THAN THE CONTRACT VALUE. SEE THE PAYMENTS TO BENEFICIARIES PROVISIONS.

NOTICE OF YOUR RIGHT TO EXAMINE THIS CONTRACT FOR TEN DAYS. If for any reason You are not satisfied with this contract, You may cancel this contract by returning it to Us or Our agent within ten Days after You receive it.

4. [
- If this is not an IRA contract, upon such cancellation We will refund an amount equal to the sum of: (1) the Contract Value, less any purchase payment credits, at the end of the Valuation Period during which We receive the contract; and (2) any premium tax charges paid.
 - If this is an IRA contract, upon such cancellation We will refund all purchase payments which You have paid.

This contract will then be considered void from its start.

Signed for and issued by RiverSource Life Insurance Company of Minneapolis, Minnesota, as of the Contract Date.

3. [

Handwritten signature of Thomas R. Nowak in black ink.

Secretary

Handwritten signature of Timothy V. Reichtold in black ink.

President

- Flexible Purchase Payments with Purchase Payments Credits Provision – Subject to Limitations
- Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments
- Annuity Payments Begin on the Annuitization Start Date
- This Contract is Nonparticipating – Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

Guide to Contract Provisions

Contract Data Page 3	Mortality and Expense Risk Charge
Important contract specifications, fund allocations, fees and charges, surrender charge schedule	Variable Account Administrative Charge
Definitions Pages 4-5	Annuity Unit Value
Important words and meanings	Contract ValuePages 15-16
General Provisions Page 6	Contract Value
Entire Contract	Contract Value in the Variable Account
Annuity Tax Qualification	Contract Value in the Regular Fixed Account
Contract Modification	Contract Value in the Special DCA Fixed Account
Incontestable	Contract Administrative Charge
Benefits Based on Incorrect Data	Premium Tax Charges
State Laws	Transfers of Contract Values
Reports to Owner	Dollar Cost Averaging
Evidence of Survival	Special DCA Fixed Account
Protection of Proceeds	Surrender ProvisionsPages 17-19
Payments by Us	Surrender of the contract for its surrender value
Voting Rights	Rules for Surrender
Ownership, Annuitant and Beneficiary Pages 7-8	Surrender Value
Owner Rights	Surrender Charge
Non-Natural Person and Revocable Trust Ownership	Purchase Payment Surrender Order
Change of Ownership	Waiver of Surrender Charges
Beneficiary	Suspension or Delay in Payment of Surrender
Change of Beneficiary	Waiver of Surrender Charges upon Hospital or Nursing Home Confinement
Change of Annuitant or Contingent Annuitant	Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis
Pre-election of an Annuity Payment Plan	Annuity ProvisionsPages 20-21
Assignment	Annuity Payment
Payments to Beneficiaries Pages 9-10	Change of Annuitization Start Date
Spouse's Option to Continue Contract	Annuity Payment Plans
Death Benefit Before the Annuitization Start Date	Plan Selection
Amount Payable Before the Annuitization Start Date	Allocation of Contract Values to Provide Fixed and Variable Payments
Payment Options	Fixed Annuity Payments
Death of the Owner or Annuitant After the Annuitization Start Date	Variable Annuity Payments
Purchase Payments Pages 11-12	Determination of the First Variable Annuity Payment
Purchase Payments	Variable Annuity Payments After the First Payment
Additional Purchase Payments	Exchange of Annuity Units
Payment Limits	Tables of Annuity Payout RatesPages 22-23
Allocation of Purchase Payments	Tables showing amount of first Variable Annuity payment and the guaranteed Fixed Annuity payments for the various payment plans
Purchase Payment Credits	
Accounts: Fixed and VariablePages 13-14	
The Fixed Account	
Interest to be Credited	
The Variable Account	
Investments of the Variable Account	
Valuation of Assets	
Variable Account Accumulation Units	
Variable Account Accumulation Unit Value	
Net Investment Factor	

Definitions

The following words are used often in this contract. When We use these words, this is what We mean:

Accumulation Unit

An Accumulation Unit is an accounting unit of measure. It is used to calculate the Contract Value in the Variable Account prior to the application of amounts to an annuity payment plan.

Annuitant

The Annuitant is the person or persons on whose life periodic annuity payments depend. If there are joint Annuitants prior to the Annuitization Start Date, the term Annuitant in this contract is replaced in all instances with the term Annuitants.

Annuitization Start Date

The Annuitization Start Date is the date on which annuity payments begin as described in the Annuity Payment provision. This date is either as shown under Contract Data or the date as changed as provided in this contract. You will be notified prior to the Annuitization Start Date.

Annuity Unit

An Annuity Unit is an accounting unit of measure. It is used to calculate the value of annuity payments from the variable subaccount on and after the Annuitization Start Date.

Attained Age

Attained Age is the age as of a person's latest birthday or the number of whole years since birth.

Code

The Code is the Internal Revenue Code of 1986, as amended, its regulations thereunder and/or promulgations of the Internal Revenue Service, as applicable.

Contingent Annuitant

The Contingent Annuitant is the person who becomes the Annuitant when the current Annuitant dies prior to the Annuitization Start Date.

Contract Anniversary

The Contract Anniversary is the same Day and month as the Contract Date each year that the contract remains in force.

Contract Date

The Contract Date is the date from which Contract Anniversaries, contract years, and contract months are determined. Your Contract Date is shown under Contract Data.

Contract Value

The Contract Value is the sum of the Contract Value in the Regular Fixed Account, Contract Value in the Special DCA Fixed Account and Contract Value in the Variable Account.

Day

Unless specified otherwise, a Day is a calendar day.

Fixed Account

The Fixed Account is made up of all Our assets other than those in any separate account.

Fixed Annuity

A Fixed Annuity is an annuity with payments which are guaranteed by Us as to dollar amount during the annuity payment period.

Nonqualified Contract

A Nonqualified Contract is a contract used primarily for retirement purposes that is not intended to qualify as a Tax Qualified Contract.

Owner, You, Your

"Owner," "You" and "Your" refer to the owner or owners of this contract. Any contract provisions based on the age of the Owner will be based on the age of the oldest Owner. Any ownership change, including continuation of the contract by Your spouse under the Spouse's Option to Continue Contract provision, redefines "Owner," "You" and "Your" as the new owner.

Regular Fixed Account

The Regular Fixed Account is an option available within the Fixed Account to which You may allocate purchase payments and Contract Values. Amounts allocated to the Regular Fixed Account will earn a specified rate of interest.

Special DCA Fixed Account

The Special DCA Fixed Account is an option within the Fixed Account to which You may allocate purchase payments. Purchase payment amounts You allocate to the Special DCA Fixed Account must be transferred within a specified period of time to selected variable subaccounts or an asset allocation program model portfolio. The amounts allocated to the Special DCA Fixed Account earn a specified rate of interest until transferred out of the Special DCA Fixed Account.

Tax Qualified Contract

A Tax Qualified Contract is a contract that is intended to qualify as part of a tax-advantaged retirement plan such as individual retirement annuities, tax-sheltered savings annuities or other tax-advantaged retirement plans.

Valuation Date

A Valuation Date is each Day the New York Stock Exchange is open for trading. At the New York Stock Exchange close of business, the next Valuation Date begins.

Valuation Period

A Valuation Period is the interval of time commencing at the New York Stock Exchange close of business on each Valuation Date and ending at the close of business on the next Valuation Date.

Variable Account

The Variable Account consists of separate variable subaccounts to which You may allocate purchase payments and Contract Values; each invests in shares of one fund. The variable subaccounts available on the Contract Date are named under Contract Data. The value of Your investment in each variable subaccount changes with the performance of the particular fund.

Variable Annuity

A Variable Annuity is an annuity with payments which are not predetermined or guaranteed as to dollar amount and vary in amount with the investment experience of one or more of the variable subaccounts.

We, Us, Our

Any reference to "We," "Us" or "Our" means RiverSource Life Insurance Company.

Written Request

A Written Request is a request in writing, on a form acceptable to Us, signed by You and delivered to Us at Our corporate office.

General Provisions

Entire Contract

This contract form and any attached endorsements or riders are the entire contract between You and Us.

No one except one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary) can change or waive any of Our rights or requirements under this contract. That person must do so in writing. None of Our other representatives or other persons has the authority to change or waive any of Our rights or requirements under this contract.

Annuity Tax Qualification

This contract is intended to qualify as an annuity contract under Section 72 and other relevant sections of the Code for Federal income tax purposes. To that end, the provisions of this contract are to be interpreted to ensure or maintain such tax-qualification, despite any other provisions to the contrary. We reserve the right to unilaterally amend this contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification, subject to any necessary regulatory approval. We will send You a copy of any such amendments.

Contract Modification

This contract may be modified at any time by written agreement between You and Us. The modification must be signed by one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary).

Incontestable

This contract is incontestable from its Contract Date.

Benefits Based on Incorrect Data

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, payments under this contract will be adjusted. They will be based on what would have been provided at the correct birth date and sex. Any underpayments made by Us will be made up promptly without interest. We reserve the right to recover any amounts overpaid from You or Your estate. If there are any future payments under this contract, overpayments made by Us will be subtracted, without interest, and/or as otherwise legally permissible.

State Laws

This contract is governed by the law of the state in which it is delivered. The values and benefits of this contract are at least equal to those required by such state. Any paid up annuity, cash surrender or death benefits available under the contract are not less than the minimum benefits required by any law of the state in which the contract is delivered.

Reports to Owner

At least once a year as of a date not more than four months previous to the date of mailing, We will send You, without charge, a statement showing (1) the Contract Value as of the beginning and end dates of the period, (2) the contract's surrender value and any outstanding loan value as of the end date of the period, and (3) amounts credited or debited during the period, identified by type. This statement will also show any other information required under state or federal law.

We will also send You, without charge, notices of current or other values upon Your request.

Evidence of Survival

Where any payments under this contract depend on the recipient or Annuitant being alive on a certain date, We may require proof satisfactory to Us that such condition has been met. Such proof may be required prior to making the payments.

Protection of Proceeds

Payments under this contract are not assignable by any beneficiary prior to the time they are due. To the extent allowed by law, payments are not subject to the claims of creditors or to legal process.

Payments by Us

All sums payable by Us are payable at Our corporate office. Any payment or surrender from a variable subaccount is based on the variable subaccount value.

Voting Rights

If federal law requires, We will give certain voting rights to contract owners. If You have voting rights, We will send You a notice telling You the time and place of a shareholder meeting. The notice will also explain matters to be voted upon and how many votes to which You are entitled.

Ownership, Annuitant and Beneficiary

Owner Rights

Unless otherwise stated in this contract, You may exercise all rights and privileges provided in this contract or allowed by Us.

If two Owners jointly own this contract, each Owner may independently exercise transfers among the various account options and designate purchase payment allocations. Unless agreed to by Us, all other terms, conditions, rights and requirements that apply to an Owner under this contract shall apply jointly to each joint Owner named.

Non-Natural Person and Revocable Trust Ownership

The Owner may be a non-natural person (e.g. irrevocable trust or corporation) or a revocable trust if We agree. If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit using the age or life of the Owner. These include Payments to Beneficiaries provisions, the ROPP Benefit Age, Hospitalization/ Nursing Home Waiver Benefit Age, TI Waiver Benefit Age and Maximum Purchase Payments shown under Contract Data, the Waiver of Surrender Charge upon Hospital or Nursing Home Confinement provision, and the Waiver of Surrender Charge upon Terminal Illness Diagnosis provision. If the Owner or any joint Owner is a non-natural person or revocable trust, the Annuitant may not be changed.

Change of Ownership

You may change the ownership of this contract by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the receipt.

A change of ownership may result in tax consequences.

See any attached tax qualified endorsement for ownership change limitations.

Beneficiary

Except as otherwise provided in the contract, beneficiaries are those You designate to receive the death benefit of this contract if You die while this contract is in force. We will not be bound by any such designation unless made by Written Request or other method agreed to by Us and recorded by Us. Any beneficiary designation takes effect as of the date of Your request. However, We are not liable for any payment made by Us before the recording.

For joint spousal ownership with right of survivorship, the surviving spouse is deemed the sole beneficiary superseding any other beneficiary designation. This permits the surviving spouse to use the Spouse's Option to Continue Contract provision in the Payments to Beneficiaries section of the contract. (The deemed surviving spouse sole beneficiary designation may only be overridden if specifically requested in writing and signed by both joint spousal Owners.)

Only those beneficiaries who are living as of the date of death may share in the benefits, if any. Benefits will be paid to all primary beneficiaries surviving You, in accordance with Your last beneficiary designation on file. If none survive, proceeds will be paid to all surviving contingent beneficiaries. If there is no valid beneficiary designation or if no beneficiary survives, We will pay the benefits as follows:

- if there are joint Owners, We will pay the surviving Owner(s), otherwise;
- if the Owner is a non-natural person or revocable trust, We will pay the Owner, otherwise;
- to Your spouse, if living;
- if no spouse is living, to Your lawful children per stirpes;
- if You have no spouse or direct descendents, to Your parents equally or the survivor, if living, otherwise to Your estate.

Change of Beneficiary

By Owner: You may change the beneficiary at any time by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request. However, We are not liable for any payment made by Us before the receipt.

By Beneficiary: If the death benefit under this contract becomes payable to a beneficiary (recipient) under an annuity payment plan, that recipient shall have the right to name, or later change, their own beneficiary by Written Request. If there is no valid beneficiary designation or if no beneficiary survives the recipient, We will pay any benefits due under the annuity payment plan following the death of the original beneficiary as follows:

- to the recipient's spouse, if living;
- if no spouse is living, to the recipient's lawful children per stirpes;
- if the recipient has no spouse or direct descendents, to the recipient's parents equally or the survivor, if living, otherwise to the recipient's estate.

Change of Annuitant or Contingent Annuitant

If:

1. this is a Nonqualified Contract, and
2. You are a natural person, and
3. You are not a revocable trust, and
4. it is prior to the Annuitization Start Date;

then You may change the Annuitant or Contingent Annuitant by Written Request or other method agreed to by Us. Once We receive the request and We record the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the recording.

In addition, if the Annuitant and the Owner are not the same person and the Annuitant dies before the Annuitization Start Date, the Owner becomes the Annuitant unless a Contingent Annuitant has been previously selected. The contract continues in force, and no death benefit is payable unless the Owner dies.

In the case of joint ownership, one Owner must be named as Contingent Annuitant.

Pre-election of an Annuity Payment Plan

If this is a Nonqualified Contract, You may elect how the death benefit described herein is to be paid under the contract in the event of death before the Annuitization Start Date by Written Request or other method agreed to by Us. In this event the death benefit shall be payable as so elected by You, rather than as requested by the beneficiary. If for any reason such election does not satisfy Section 72 of the Code or related distribution requirements, the election will be void and the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract. This provision is available for Tax Qualified Contracts if agreed to by Us.

Assignment

If this is a Nonqualified Contract, You can assign this contract or any interest in it. Your interest and the interest of any beneficiary are subject to the interest of the assignee. An assignment is not a change of ownership and an assignee is not an Owner as these terms are used in this contract. Any amounts payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Us at Our corporate office. Unless otherwise specified by You, assignments shall be effective on the date the assignment notice is signed, subject to any action taken or payment made by Us before the assignment was received at Our corporate office. We are not responsible for the validity or effect, tax or otherwise, of any assignment.

Payments to Beneficiaries

Spouse's Option to Continue Contract

If You die before the Annuitization Start Date and Your spouse is the sole primary beneficiary or a joint tenant with right of survivorship, Your spouse may accept payment of the death benefit under options described below or keep the contract in force as Owner, including any associated riders in force, subject to rider continuation rules in effect. If the Owner was also the Annuitant, then the spouse becomes the Annuitant as well.

Election by the spouse to continue the contract must be made by Written Request, or other method agreed to by Us, at the time We receive due proof of death. Upon spousal continuation the Contract Value shall be equal to the death benefit that would otherwise have been paid. The spouse may make additional purchase payments to the contract. Surrender charges under the continued contract shall only apply to purchase payments made after the election by the spouse to continue the contract.

Death Benefit Before the Annuitization Start Date

A death benefit is payable to the beneficiary if You die while this contract is in force and before the Annuitization Start Date.

If the annuity is jointly owned by non-spousal Owners, then the death benefit will be paid to the beneficiary at the first death of a joint Owner.

If the annuity is jointly owned by spousal Owners, see Spouse's Option to Continue Contract above.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this contract is in force, and if You are the ROPP Benefit Age (shown under Contract Data) or younger on the later of (1) the Contract Date or (2) the date of the most recent "covered life change," (if applicable); then We will pay the beneficiary the greater of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment Value.

If You are older than the ROPP Benefit Age (shown under Contract Data) on the later of (1) the Contract Date or (2) the date of the most recent "covered life change" (if applicable), and if You die prior to the Annuitization Start Date while this contract is in force; then We will pay the beneficiary the Contract Value, less

any purchase payment credits that are subject to reversal and after any rider charges have been deducted.

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition: "Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

$$\frac{a \times b}{c}$$
 where:

- a** = the amount Your Contract Value is reduced by the partial surrender
- b** = the ROPP value on the date of (but prior to) the partial surrender
- c** = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value Definition:

On the Contract Date the ROPP value is established as the total purchase payments and any purchase payment credits made to the contract.

Adjustments are made to the ROPP value in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increases to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract:

if the prior Owner was eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

A = the Contract Value on that date after any rider charges have been deducted, and

B = the ROPP value on that date (but prior to the reset).

if the prior Owner was not eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" as the Contract Value on that date, after any rider charges have been deducted.

Payment Options

Any amounts payable or applied by Us as described in this section will be based on the Contract Values as of the Valuation Date on or next following the date on which We receive due proof of death at Our corporate office. Due proof of death includes all documents needed to complete a beneficiary's claim.

The death benefit for each beneficiary will be payable in a lump sum on the Valuation Date We receive due proof of death from that beneficiary. The beneficiary may elect to receive payment anytime within five years after the date of death.

In lieu of a lump sum, payments may be made under a payment plan, provided:

- the beneficiary elects the plan at the time We receive due proof of death; and
- the plan provides payments over a period which does not exceed the life or over a period not extending beyond the life expectancy of the beneficiary; and
- payments begin no later than one year after the date of death.

If the beneficiary elects an annuity payment plan, the beneficiary shall be the Annuitant for purposes of a lifetime payment plan.

Death of the Owner or Annuitant After the Annuitization Start Date

The Owner's death produces a death benefit after the Annuitization Start Date. The amount payable, if any, will depend on the annuity payment plan then in effect.

Death of the Owner: If the Owner is the Annuitant and dies after the Annuitization Start Date, payments cease for lifetime only payment plans. Payments continue to the Owner's beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If the Owner is not the Annuitant and the Owner dies after the Annuitization Start Date, payments continue to the beneficiaries according to the payment plan in effect.

Death of the Annuitant or of a beneficiary receiving payments under an annuity payment plan: If the Owner is not the Annuitant and the Annuitant dies after the Annuitization Start Date, payments cease for lifetime payment plans. Payments continue to the Owner for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If a beneficiary elects an annuity payment plan as provided under the Payment Options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as provided under the Change of Beneficiary provision for the remainder of any guarantee period.

In any event, amounts remaining payable must be paid at least as rapidly as payments were being made at the time of such death.

Purchase Payments

Purchase Payments

Purchase payments are the payments You make for this contract and the benefits it provides. Purchase payments must be paid or mailed to Us at Our corporate office or to an authorized agent. If requested, We'll give You a receipt for Your purchase payments.

Additional Purchase Payments

Subject to the Payment Limits provision below, additional purchase payments may be made until the earlier of:

1. the date this contract terminates by surrender or otherwise; or
2. the Annuitization Start Date.

Subject to the Payment Limits Provision You may:

1. stop and/or restart purchase payments; or
2. increase or decrease the amount of Your purchase payments; or
3. change the interval of Your purchase payments.

Payment Limits

Maximum Purchase Payments - The maximum contract purchase payments may not exceed the amounts shown under Contract Data, based on Your Attained Age at the time of payment. The 1st Contract Year and Total amount applies to all deferred annuity contracts We have issued where You are an Owner. We reserve the right to increase the maximums.

Additional Purchase Payments - You may make additional purchase payments of at least the minimum amount shown under Contract Data.

You can not allocate purchase payments to the Fixed Account for six months following: (1) a partial surrender from the Fixed Account; (2) a lump sum transfer from the Regular Fixed Account to another account; or (3) termination of automated transfers from the Special DCA Fixed Account prior to the end of Your elected Special DCA time period.

We reserve the right to cancel this contract if both of the following conditions exist at the same time: (1) no purchase payments have been paid for a continuous period of 24 months; and (2) less than \$500 in purchase payments have been paid under this contract. In this event, We will give You notice of Our intent to cancel this contract. Upon such cancellation We will pay You the Contract Value, after any rider charges have been deducted, in one sum. This contract will then terminate.

Allocation of Purchase Payments

You instruct Us on how You want Your purchase payments allocated among the available accounts.

The percentage of any payment which may be allocated to the Regular Fixed Account is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

We reserve the right to limit the accounts and/or variable subaccounts to which You can allocate purchase payments or Contract Value at any time. In addition, allocations to certain accounts or variable subaccounts may be limited or required under the terms of certain optional benefit riders, if any, attached to this contract.

Your allocation instructions as of the Contract Date are shown under Contract Data. Unless any restrictions apply, You may, by Written Request or other method agreed to by Us, change Your choice of accounts or percentages. If Your current allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will apply payments pro rata according to the valid portion of Your allocation instructions. The first purchase payment will be allocated as of the end of the Valuation Period during which We make an affirmative decision to issue this contract. Purchase payments after the first will be allocated as of the end of the Valuation Period during which We receive the payment at Our corporate office.

Purchase Payment Credits

If shown under Contract Data, We add a purchase payment credit to Your contract for each purchase payment You make. Any purchase payment credit is allocated to Your Contract Value when the applicable purchase payment is applied, according to allocation instructions in effect for Your purchase payments.

The purchase payment credit will be determined using one of the following crediting methods. The crediting method used for Your contract, if applicable, will be shown under Contract Data.

Crediting Method 1: The purchase payment credit is a percentage of each purchase payment. As shown under Contract Data, the purchase payment credit percentage depends on the amount of cumulative net purchase payments. Cumulative net purchase payments are total purchase payments less the total amount of partial surrenders. If an additional purchase payment in the first contract year causes the contract as a whole to be eligible for a greater percentage credit, an additional credit will be

allocated on the date of the additional purchase payment. The additional credit is determined such that the total credits-to-date equal the greater percentage multiplied by cumulative net payments.

Crediting Method 2: The purchase payment credit is a percentage, as shown under Contract Data, of each purchase payment.

Credits shall be reversed if applied within 12 months preceding:

1. the date of death that results in a death benefit payment under this contract; or

2. a request for surrender charge waiver due to Hospital or Nursing Home Confinement or Terminal Illness; or
3. the Annuitization Start Date.

Credits shall be reversed from the Contract Value for any purchase payment that is not honored.

The amount returned to You under the Right to Examine Contract provision on page one shall not include any credits applied to Your contract.

Accounts: Fixed and Variable

The Fixed Account

The Fixed Account is Our general account. It is made up of all Our assets other than those in:

1. The Variable Account; and
2. Any other segregated asset accounts.

The Fixed Account consists of the Regular Fixed Account and the Special DCA Fixed Account.

We back the principal and interest guarantees relating to the Fixed Account. Purchase payments and transfers to the Fixed Account become part of Our general account.

Interest to be Credited

We will credit interest to the Fixed Account daily. We may credit interest to each Special DCA Fixed Account at promotional rates that are higher than those We credit to the Regular Fixed Account. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current crediting rate on the date each purchase payment, which is received in Our corporate office, becomes available to Us for use and on the date of any transfers to the Fixed Account.

Amounts transferred from the Special DCA Fixed Account to the Regular Fixed Account, through transfers to an asset allocation model, will begin earning interest at the current crediting rate for the Regular Fixed Account on the transfer date. The current crediting rate is determined by Us and at Our discretion but will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.

One year after receipt of each purchase payment or transfer, the rate for the payment or transfer amount, and its accumulated interest, may change. Interest will accrue at revised rates determined by Us and at Our discretion. These rates may be based on various factors including, but not limited to, the interest rate environment, returns earned on investments backing these annuities, the rates currently in effect for new and existing company annuities, product design, competition, and the company's revenues and expenses. However, the rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data. Your interest rate for each purchase payment or transfer will never change more frequently than annually.

The Variable Account

The Variable Account is a separate investment account of Ours. It consists of several variable subaccounts which are named under Contract Data.

We have allocated a part of Our assets for this and certain other contracts to the Variable Account. Such assets remain Our property. However, the portion of the assets which equals the reserves and other liabilities of the account(s) shall not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the separate account, are credited or charged to such account without regard to other income, gains or losses of the company.

Investments of the Variable Account

Purchase payments and transfer amounts applied to the variable subaccounts will be allocated as specified by the Owner. Each variable subaccount will buy, at net asset value, shares of the fund for that variable subaccount shown under Contract Data or as later added or changed as described below.

We may change the funds from which the variable subaccounts buy shares if laws or regulations change, the existing funds become unavailable or, in Our judgment, the funds are no longer suitable for the variable subaccounts. We have the right to substitute any funds for those shown under Contract Data.

We may also:

- add additional variable subaccounts investing in other funds,
- combine any two or more variable subaccounts,
- transfer assets to and from the variable subaccounts or the Variable Account, and
- eliminate or close any variable subaccounts.

When required, We would first seek approval of the Securities and Exchange Commission and the insurance regulator of the state where this contract is delivered.

Valuation of Assets

Fund shares in the variable subaccounts will be valued at their net asset value.

Variable Account Accumulation Units

The number of Accumulation Units for each of Your variable subaccounts is found by adding the number of accumulation units resulting from:

1. purchase payments and any purchase payment credits allocated to the variable subaccount; and
2. transfers to the variable subaccount; and subtracting the number of Accumulation Units resulting from:
 1. transfers from the variable subaccount; and

2. surrenders (including surrender charges) from the variable subaccount; and
3. contract administrative charge or any rider charge deductions from the variable subaccount.

The number of Your Accumulation Units added or subtracted for each of the above transactions is found by dividing (1) by (2) where:

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, rider charges or contract administrative charges.

Variable Account Accumulation Unit Value

The value of an Accumulation Unit for each of the variable subaccounts was arbitrarily set at \$1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

The Accumulation Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Accumulation Unit value is being calculated. The result is the Accumulation Unit value.

Net Investment Factor

The net investment factor is an index applied to measure the investment performance of a variable subaccount from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an accumulation or Annuity Unit may increase or decrease.

The net investment factor for any such variable subaccount for any Valuation Period is determined by: dividing (1) by (2) and subtracting (3) and (4) from the result. This is done where:

1. is the sum of:
 - a. the net asset value per share of the fund held in the variable subaccount determined at the end of the current Valuation Period; plus
 - b. the per share amount of any dividend or capital gain distribution made by the fund held in the variable subaccount, if the "ex-dividend" date occurs during the current Valuation Period; and
2. is the net asset value per share of the fund held in the variable subaccount, determined at the end of the last prior Valuation Period; and

3. is a factor representing the mortality and expense risk charge; and
4. is a factor representing the variable account administrative charge described below.

Mortality and Expense Risk Charge

In calculating unit values We will deduct a mortality and expense risk charge from the variable subaccounts which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the Annual Mortality and Expense Risk Fee shown under Contract Data. The deduction is made to compensate Us for assuming the mortality and expense risks under contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Fees for certain optional riders and features, if elected, will be added to the Annual Mortality and Expense Risk Fee.

Variable Account Administrative Charge

In calculating unit values, We will deduct a variable account administrative charge, as shown under Contract Data, from the variable subaccounts. This deduction is made to compensate Us for certain administrative and operating expenses for contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Annuity Unit Value

The value of an Annuity Unit for each variable subaccount was arbitrarily set at \$1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

1. the Annuity Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Annuity Unit value is being calculated.
2. the result is multiplied by an interest factor, which on an annualized basis is equal to .952381. This is done to neutralize the assumed 5% investment return which is built into Table A under the Tables of Annuity Payout Rates section.

Contract Value

Contract Value

The Contract Value at any time is the sum of:

1. Contract Value in the Variable Account; and
2. Contract Value in the Regular Fixed Account; and
3. Contract Value in the Special DCA Fixed Account.

For surrenders and charges, a number of Accumulation Units and dollar amounts will be deducted from the above accounts to equal any amounts surrendered or charges made against the Contract Value.

For surrenders, You may specify from which of the above accounts that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts in the same proportion that Your interest in each bears to the total Contract Value.

Contract Value in the Variable Account

Your Contract Value in the Variable Account at any time will be the sum of the value of the units in any variable subaccount resulting from:

1. purchase payments and any purchase payment credits allocated to a variable subaccount; plus
2. any amounts transferred to a variable subaccount; less
3. any amounts transferred from a variable subaccount; less
4. any amounts deducted from a variable subaccount for surrenders, contract administrative charges or any rider charges.

Contract Value in the Regular Fixed Account

The Contract Value in the Regular Fixed Account at any time will be:

1. the sum of all purchase payments and any purchase payment credits allocated to the Regular Fixed Account, plus interest credited; plus
2. any amounts transferred to the Regular Fixed Account, plus interest credited; less
3. any amounts transferred from the Regular Fixed Account; less
4. any amounts deducted from the Regular Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Value in the Special DCA Fixed Account

The Contract Value in the Special DCA Fixed Account at any time will be:

1. the sum of all purchase payments and any purchase payment credits allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Administrative Charge

We charge a fee for establishing and maintaining Our records for this contract. The charge per year is shown under Contract Data and is deducted from the Contract Value at the end of each contract year or, if earlier, when the contract is fully surrendered. The charge deducted will be prorated among all accounts in the same proportion Your interest in each bears to the total Contract Value.

We reserve the right to adjust this charge after the first Contract Anniversary but the charge will never exceed the amount shown under Contract Data. We waive or reduce the annual contract administrative charge for any contract year where the Contract Value immediately prior to the deduction of the charge equals or exceeds the amount shown under Contract Data.

If You make a full surrender of this contract, We deduct the full contract administrative charge at the time of full surrender regardless of Contract Value.

The charge does not apply to the amount applied to an annuity payment plan or to the death benefit.

Premium Tax Charges

We reserve the right to assess a charge against the Contract Value of this contract for any premium tax assessed to Us by a federal, state or local government. This charge could be deducted when You make purchase payments, or make a full surrender of the Contract Value or on the Annuitization Start Date.

Transfers of Contract Values

While this contract is in force prior to the Annuity Start Date, transfers of Contract Values may be made as outlined below unless Contract Values are required to be allocated to certain accounts or variable subaccounts under the terms of certain optional benefit riders, if any, attached to this contract.

1. You may transfer all or a part of the values held in one or more of the variable subaccounts to another one or more of the variable subaccounts. You may also transfer values held in one or more of the variable subaccounts to the Regular Fixed Account, subject to items 2 and 4 below.
2. On or within the 30 Days before or after a Contract Anniversary You may transfer values from the Regular Fixed Account to one or more of the variable subaccounts. This amount shall not exceed the Regular Fixed Account transfer limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification. If such a transfer is made, no transfers may be made from any variable subaccount to the Regular Fixed Account for six months after such a transfer.
3. You may transfer from the Special DCA Fixed Account to the other accounts as explained in the Special DCA Fixed Account provision, shown below. If You terminate automated transfers from the Special DCA Fixed Account, no transfers may be made from any variable subaccount to the Regular Fixed Account for six months after such a transfer. You may not transfer values from any account into the Special DCA Fixed Account.
4. Amounts transferred to the Regular Fixed account shall not exceed the limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

You may make a transfer by Written Request. Telephone transfers may also be made according to telephone procedures or automated transfer procedures that are then currently in effect, if any. There is no fee or charge for these transfers. However, the minimum transfer amount is \$250, or if less, the entire value in the account from which the transfer is being made. Smaller minimums may apply to automated transfer procedures.

We may suspend or modify transfer privileges at any time. The right to transfer Contract Values among the variable subaccounts and between the variable subaccounts and other accounts is also subject to modification or restriction if We determine, at Our sole discretion, that the exercise of that right by You is, or would be, to the disadvantage of other contract owners. Additionally, we reserve the right to modify or restrict

transfer privileges if required to comply with the written instructions of a fund. Any modification or restriction could be applied to transfers to or from some or all of the variable subaccounts and other accounts.

These modifications could include, but are not limited to:

1. the requirements of a minimum time period between each transfer,
2. not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one contract owner,
3. suspending or terminating automatic transfer programs, or
4. limiting the dollar amount that You may transfer between the variable subaccounts and other accounts at any one time.

We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right We consider to be to the disadvantage of other contract owners.

Dollar Cost Averaging (DCA)

You may authorize the automated transfer of specified amounts, according to the rules currently in effect, at the interval You select, from the Regular Fixed Account (subject to transfer limits shown under Contract Data) or any variable subaccount, to any other variable subaccount other than the source account. You may terminate automated transfers at any time.

Special DCA Fixed Account

You may also allocate new purchase payments and any related purchase payment credits to the Special DCA Fixed Account. You may authorize the automatic transfer of amounts on a monthly basis from the Special DCA Fixed Account to any of the variable subaccount(s) or any asset allocation model. (Asset allocation models contain certain variable subaccounts and may contain the Regular Fixed Account. Transfers from the Special DCA Fixed Account to the Regular Fixed Account outside of an asset allocation model are not allowed.) All amounts allocated to the Special DCA Fixed Account will be transferred out within the specified Special DCA Fixed Account time period You elect from the time periods We make available.

If You terminate automated transfers from the Special DCA Fixed Account, the entire Special DCA Fixed Account balance will immediately be transferred according to your Special DCA Fixed Account allocation instructions that are then in effect. If Your current Special DCA allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will transfer amounts pro rata according to the valid portion of Your allocation instructions.

Surrender Provisions

Surrender

By Written Request or other method agreed to by Us and subject to the rules below You may:

1. surrender this contract for the full surrender value; or
2. surrender part of this contract for a partial surrender.

Rules for Surrender

All surrenders will have the following conditions.

1. You must send Us Your Written Request (or other method agreed to by Us):
 - a. while this contract is in force; and
 - b. while all Owners are living; and
 - c. prior to the Annuitization Start Date.
2. Unless We agree otherwise, You must surrender an amount equal to at least \$250. The Contract Value after a partial surrender must be at least \$500.
3. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to You within seven Days of the receipt of Your Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to You within seven Days of the receipt of Your Written Request and the return of this contract, if required. Following any required regulatory approval, We have the right to defer payment to You for up to six months from the date We receive Your request. In such circumstance, we will notify You of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of Your request.

4. For partial surrenders, if You do not specify from which account the surrender is to be made, the surrender will be made from all accounts in the same proportion as Your interest in each bears to the Contract Value.
5. If the Owner dies following a surrender request, payment will be made to the Owner's estate.
6. Any amounts surrendered, including any related charges, cannot be repaid.

Upon surrender for the full surrender value this contract will terminate. We may require that You return the contract to Us before We pay the full surrender value.

Surrender Value

The full surrender value at any time will be:

1. the Contract Value immediately prior to the surrender;
2. minus the full contract administrative charge and any rider charges that are deducted for a full surrender;
3. minus any surrender charge;
4. minus any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge, will equal the amount You requested. We pay You the amount You requested.

Surrender Charge

A surrender charge may apply in the event You surrender some or all of Your Contract Value. The surrender charge schedule for Your contract is shown under Contract Data. A surrender charge applies if You surrender purchase payments received that are still in the surrender charge period. Refer to Waiver of Surrender Charges for situations when surrender charges are not deducted.

We determine Your surrender charge by multiplying the amount of each purchase payment surrendered which could be subject to a surrender charge by the applicable surrender charge percentage, and then totaling the surrender charges. The amount that represents purchase payments surrendered is calculated using a prorated formula based on the percentage of Your Contract Value being surrendered. As a result, the amount that represents purchase payments surrendered may be greater than Your Contract Value surrendered. We determine the amount that represents purchase payments surrendered (PPS), purchase payments not subject to a surrender charge (PPF), and purchase payments which could be subject to a surrender charge (PPSC) by the following formula:

$$PPS = PPSC + PPF$$

$$PPSC = \left(\frac{PS - FA}{CV - FA} \right) \times (PP - PPF)$$

$$PPF = FA - \text{"contract earnings"}, \text{ but not less than zero}$$

$$PP = \text{Purchase payments not previously surrendered (total purchase payments - PPS)}$$

$$PS = \text{Amount the Contract Value is reduced by the surrender}$$

$$FA = \text{the "total free amount"}$$

$$CV = \text{Contract Value prior to the surrender}$$

Definition of "contract earnings": With respect to these surrender provisions, "contract earnings" is defined as the Contract Value, less purchase payments not previously surrendered, but not less than zero.

With respect to these surrender provisions, "contract earnings" are surrendered first followed by purchase payments. After calculating the amount of purchase payments surrendered, We use the surrender order described below to determine the surrender charge.

Definition of "total free amount"*: the greater of:

- a. "contract earnings", or
- b. the CV Waiver Percentage shown under Contract Data multiplied by Your prior Contract Anniversary Contract Value, less any prior surrenders taken in the current contract year.

*During the first contract year, "total free amount" is the greater of:

- a. "contract earnings", or
- b. the CV Waiver Percentage shown under Contract Data multiplied by all purchase payments and any purchase payment credits applied prior to Your surrender request, less any amounts surrendered prior to Your surrender request that represent the "total free amount".

Purchase Payment Surrender Order

For purposes of determining any surrender charge, purchase payments are surrendered in the following order.

1. First, purchase payments not subject to a surrender charge (PPF) are surrendered on a first-in, first-out basis. (No surrender charge).
2. Next, purchase payments that may be subject to a surrender charge (PPSC) are surrendered from purchase payments beyond the surrender charge period on a first-in, first-out basis. (No Surrender Charge).
3. Finally, any additional purchase payments that may be subject to a surrender charge (PPSC) are surrendered from purchase payments still in a surrender charge period on a first-in, first-out basis to minimize the surrender charge that applies to these payments.

Waiver of Surrender Charges

Surrender charges are waived for all of the following.

1. In each contract year, the "total free amount" as defined in the Surrender Charge provision; and
2. death benefit payments made in the event of the death of the Owner; and
3. amounts applied to an annuity payment plan; and
4. for Tax Qualified Contracts other than Inherited IRAs, amounts surrendered to meet applicable minimum distribution requirements under the Code to the extent they exceed amounts waived under item 1 of this provision (**Note:** Amounts surrendered under this waiver provision are limited to applicable required minimum distributions for this contract only and to one time per year unless We agree otherwise.); and
5. exercise of the Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision described below; and
6. exercise of the Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision described below.

Surrender proceeds will not be disbursed until we notify You of any denial of Your request for waiver of surrender charges and give You the opportunity to accept or reject surrender proceeds.

Suspension or Delay in Payment of Surrender

We have the right to suspend or delay the date of any surrender payment from the variable subaccounts for any period:

1. when the New York Stock Exchange is closed; or
2. when trading on the New York Stock Exchange is restricted; or
3. when an emergency exists as a result of which:
 - a. disposal of securities held in the variable subaccounts is not reasonably practical; or
 - b. it is not reasonably practical to fairly determine the value of the net assets of the variable subaccounts; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions set forth in 2 and 3 exist.

Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

If You are the Hospitalization/Nursing Home Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are confined in a nursing home or hospital; and
3. such confinement has lasted for 60 straight Days or began within 30 Days following a 60 Day confinement; and
4. such confinement began after the Contract Date of this contract; and
5. We receive Your surrender request no later than 91 Days after the release from the hospital or nursing home.

To qualify, a letter of proof must:

1. be signed by Your licensed physician or the hospital or nursing home administrator; and
2. be on appropriate medical letterhead; and
3. specify the confinement dates; and
4. if hospital confinement, specify hospital name, address and that it is operated pursuant to state and federal law; or
5. if nursing home confinement, specify nursing home name, address and that it meets the following definition of a nursing home.

Definition of doctor: A doctor is a physician, as defined in section 1861(r)(1) of the Federal Social Security Act, acting within the scope of his or her license in the state of licensure.

Definition of nurse: A nurse is a registered professional nurse, acting within the scope of his or her license in the state of licensure.

Definition of nursing home: To qualify, the nursing home must be a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients; and:

1. provide 24 hour a day nursing service under a planned program of policies and procedures which was developed with the advice of, and is periodically reviewed and executed by, a professional group of at least one doctor and one nurse; and

2. have a doctor on duty or on call at all times to furnish medical care in case of emergency; and
3. have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds); and
4. have a nurse on duty or on call at all times; and
5. maintain clinical records for all patients; and
6. have appropriate methods and procedures for handling and administering drugs and biologicals.

If an institution or facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a nursing home only if it meets all of the above criteria, is authorized by license to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis

If You are the TI Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are diagnosed as disabled with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis; and
3. such diagnosis occurred on or after the first Contract Anniversary.

You must provide Us with a letter of proof when You request the surrender. Your surrender request may be sent to Us any time after the terminal illness diagnosis and before a death benefit is payable.

To qualify, the letter of proof must:

1. be signed by Your physician who is legally qualified and licensed to practice medicine in his/her state of residence and is operating within the scope of that license; and
2. be on appropriate medical letterhead; and
3. specify the terminal illness, the expected date of death and the date the terminal illness was initially diagnosed.

Annuity Provisions

Annuity Payment

The Annuitization Start Date is the date shown under Contract Data. It can be changed by You as provided below. On the Annuitization Start Date, the amount applied to an annuity payment plan will be:

- the Contract Value after any rider charges are deducted,
- less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

The first payment will be made as provided by the selected plan. Before the first payment is sent, We will require satisfactory proof of the Annuitant's age and that the Annuitant is alive. We may also require that You exchange this contract for a supplemental contract which provides the annuity payments.

Change of Annuitization Start Date

You may change the Annuitization Start Date shown for this contract by Written Request or other method agreed to by Us. If You select a new date, it must be at least 30 Days after We receive Your request.

The Annuitization Start Date must be on or before the latest of:

1. the owner's 95th birthday, or
2. the 10th Contract Anniversary, or
3. such other date as agreed upon by Us.

Annuity Payment Plans

Annuity payments may be made on a fixed dollar basis, a variable basis or a combination of both. You can schedule receipt of annuity payments according to one of the Plans A through E below or another plan agreed to by Us.

Plan A – Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant. No payments will be made after the Annuitant dies.

Plan B – Life Income with Guaranteed Period. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made for at least a period certain of five, 10 or 15 years whether or not the Annuitant is living. You must select a guaranteed period, and the minimum period certain is five years.

Plan C – Life Income with Installment Refund. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made at least for a certain number

of months whether or not the Annuitant is living. We determine the number of months by dividing the amount applied under this plan by the amount of the first monthly annuity payment.

Plan D – Joint and Survivor Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant and joint Annuitant. When either the Annuitant or the joint Annuitant dies We will continue to make monthly payments during the lifetime of the survivor. No payments will be made after the death of both the Annuitant and joint Annuitant.

Plan E – Term Certain Installment. This provides monthly annuity payments for a period of years. The period of years may be no less than 10 nor more than 30.

Plan Selection

You may select the plan by Written Request, or other method agreed to by Us, at least 30 Days before the Annuitization Start Date. If We have not received Your Written Request to select a plan, the first annuity payment will be made 30 Days after the Annuitization Start Date according to Plan B with monthly payments guaranteed for ten years.

After the Annuitization Start Date, You cannot change to a different plan.

If the amount to be applied to a plan is less than \$2,000 or would not provide an initial monthly payment of at least \$20, We have the right to change the frequency of the payment or to make a lump sum payment of the amount that would have been applied to a plan.

Allocation of Contract Values to Provide Fixed and Variable Payments

On the Annuitization Start Date, You use the value described under the Annuity Payment provision above, to provide Fixed Annuity and/or Variable Annuity payments.

Unless We agree otherwise, You may use a maximum of ten variable subaccounts at any one time. The Special DCA Fixed Account is not available on and after the Annuitization Start Date.

Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

1. are guaranteed as to dollar amount; and
2. do not vary in amount based on the investment performance of the variable subaccounts.

When annuity payments begin, amounts You allocate to provide fixed dollar payments will be applied to the applicable Annuity Payout Rates Table. This will be done in accordance with the payment plan chosen. The minimum amount payable for each \$1,000 so applied is shown in Table B under the Tables of Annuity Payout Rates section.

Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

1. are not predetermined or guaranteed as to dollar amount; and
2. vary in amount based on the investment performance of the variable subaccounts.

Determination of the First Variable Annuity Payment

When annuity payments begin, the amounts You allocate to provide Variable Annuity payments will be applied to the applicable Annuity Payout Rates Table. This will be done:

1. on the Annuitization Start Date; and
2. in accordance with the payment plan chosen. The amount payable for the first payment for each \$1,000 so applied is shown in Table A under the Tables of Annuity Payout Rates section.

Variable Annuity Payments After the First Payment

Variable annuity payments after the first payment vary in amount. The amount changes with the investment performance of the variable subaccounts. The dollar amount of Variable Annuity payments after the first is not fixed. It may change from month to month. The dollar amount of such payments is determined as follows.

1. The dollar amount of the first annuity payment is divided by the value of an Annuity Unit as of the Valuation Date on or next preceding the seventh Day before the Annuitization Start Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first payment. This number of Annuity Units remains fixed during the annuity payment period unless exchanged for units of any of the other variable subaccounts as provided below.
2. The fixed number of Annuity Units is multiplied by the Annuity Unit value as of the Valuation Date on or next preceding the seventh Day before the date the payment is due. The result establishes the dollar amount of the payment.

In order for the dollar amount of variable annuity payments not to decrease, the assets of the variable account must have a 5% annualized investment return.

We guarantee that the dollar amount of each payment after the first will not be affected by variations in expenses or mortality experience.

Exchange of Annuity Units

After the Annuitization Start Date, Annuity Units of any variable subaccount may be exchanged for units of any of the other variable subaccounts. This may be done no more than once in any contract year. Unless We agree otherwise You may use a maximum of ten variable subaccounts at any one time. No exchanges may be made to or from any Fixed Annuity after the Annuitization Start Date.

Tables of Annuity Payout Rates

Table A below shows the amount of the first monthly Variable Annuity payment, based on a 5% assumed investment return, for each \$1,000 of value applied under any payment plan. The amount of the first and all subsequent monthly fixed dollar annuity payments for each \$1,000 of value applied under any payment plan will be based on Our fixed dollar Table of Annuity Payout Rates in effect on the Annuitization Start Date.

Such rates are guaranteed to be not less than those shown in Table B. The amount of such annuity payments under Plans A, B and C will depend upon the sex and age of the Annuitant on the Annuitization Start Date. The amount of such annuity payments under Plan D will depend upon the sex and the age of the Annuitant and the joint Annuitant on the Annuitization Start Date.

Table A - Dollar Amount of First Monthly Variable Annuity Payment Per \$1,000 Applied

Age at Annuitization	Beginning In Year	Plan A		Plan B						Plan C		Plan D
		Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		Joint & Survivor Non-Refund Male & Female Same Age
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	6.42	5.92	6.37	5.89	6.23	5.82	6.01	5.71	6.07	5.72	5.35
	2015	6.33	5.84	6.28	5.82	6.15	5.76	5.95	5.65	6.00	5.66	5.30
	2020	6.24	5.77	6.20	5.75	6.09	5.70	5.90	5.60	5.94	5.61	5.26
	2025	6.16	5.71	6.13	5.69	6.02	5.64	5.85	5.55	5.88	5.55	5.21
	2030	6.09	5.65	6.05	5.63	5.96	5.59	5.80	5.51	5.82	5.51	5.18
2035	6.01	5.59	5.99	5.58	5.90	5.54	5.75	5.47	5.77	5.46	5.14	
Age 75	2010	8.51	7.71	8.28	7.59	7.69	7.24	6.97	6.75	7.54	7.08	6.60
	2015	8.34	7.56	8.13	7.45	7.59	7.14	6.91	6.68	7.43	6.97	6.50
	2020	8.17	7.41	7.98	7.32	7.49	7.04	6.86	6.62	7.32	6.87	6.40
	2025	8.02	7.28	7.84	7.19	7.39	6.94	6.81	6.56	7.22	6.78	6.32
	2030	7.87	7.16	7.71	7.08	7.30	6.85	6.75	6.50	7.12	6.69	6.24
2035	7.73	7.04	7.59	6.97	7.21	6.76	6.70	6.45	7.03	6.61	6.16	
Age 85	2010	12.67	11.74	11.49	10.89	9.37	9.17	7.65	7.61	10.10	9.65	9.30
	2015	12.33	11.39	11.26	10.65	9.29	9.06	7.64	7.58	9.91	9.45	9.09
	2020	12.00	11.07	11.04	10.41	9.21	8.96	7.62	7.56	9.74	9.28	8.89
	2025	11.70	10.77	10.83	10.19	9.13	8.87	7.60	7.53	9.57	9.11	8.70
	2030	11.42	10.50	10.63	9.98	9.04	8.77	7.58	7.51	9.42	8.95	8.53
2035	11.15	10.24	10.44	9.78	8.96	8.67	7.56	7.48	9.28	8.80	8.37	
Age 95	2010	20.92	20.07	15.58	15.29	10.38	10.35	7.82	7.82	14.67	14.24	14.95
	2015	20.42	19.49	15.45	15.13	10.37	10.34	7.82	7.82	14.49	14.05	14.63
	2020	19.94	18.97	15.32	14.97	10.36	10.33	7.82	7.82	14.33	13.87	14.34
	2025	19.50	18.48	15.20	14.82	10.36	10.32	7.82	7.81	14.17	13.69	14.07
	2030	19.09	18.03	15.08	14.67	10.35	10.31	7.82	7.81	14.03	13.52	13.82
2035	18.70	17.61	14.96	14.53	10.34	10.30	7.82	7.81	13.90	13.37	13.59	
Age 100	2010	29.11	27.80	17.48	17.29	10.50	10.49	7.82	7.82	18.80	18.18	20.51
	2015	28.93	27.60	17.47	17.28	10.50	10.49	7.82	7.82	18.76	18.14	20.41
	2020	28.76	27.41	17.46	17.26	10.50	10.49	7.82	7.82	18.72	18.10	20.31
	2025	28.59	27.22	17.45	17.25	10.50	10.49	7.82	7.82	18.69	18.06	20.22
	2030	28.42	27.04	17.44	17.24	10.50	10.49	7.82	7.82	18.65	18.02	20.13
2035	28.26	26.86	17.44	17.22	10.50	10.49	7.82	7.82	18.62	17.98	20.04	

Table A above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any plan and for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 5% assumed investment return.

Plan E - Dollar Amount of First Monthly Variable Annuity Payment Per \$1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	10.51	17	7.20	24	5.88
11	9.77	18	6.94	25	5.76
12	9.16	19	6.71	26	5.65
13	8.64	20	6.51	27	5.54
14	8.20	21	6.33	28	5.45
15	7.82	22	6.17	29	5.36
16	7.49	23	6.02	30	5.28

Fixed Dollar annuity payments will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity

contract then offered by Us to Annuitants in the same class were to be purchased with the surrender value of the contract.

Table B - Dollar Amounts of Each Monthly Fixed Dollar Annuity Payment Per \$1,000 Applied

Age at Annuity-tization	Beginning In Year	Plan A		Plan B						Plan C		Plan D Joint & Survivor Non-Refund Male & Female Same Age
		Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	4.65	4.19	4.63	4.18	4.53	4.13	4.37	4.05	4.12	3.86	3.68
	2015	4.57	4.12	4.54	4.10	4.46	4.06	4.31	3.99	4.07	3.81	3.63
	2020	4.48	4.05	4.46	4.04	4.39	4.00	4.25	3.93	4.01	3.77	3.58
	2025	4.41	3.98	4.39	3.97	4.32	3.94	4.19	3.88	3.96	3.72	3.54
	2030	4.33	3.92	4.31	3.92	4.25	3.89	4.14	3.83	3.92	3.68	3.50
2035	4.26	3.87	4.25	3.86	4.19	3.84	4.08	3.79	3.87	3.64	3.46	
Age 75	2010	6.73	5.98	6.56	5.90	6.10	5.64	5.45	5.21	5.39	5.06	4.99
	2015	6.56	5.84	6.41	5.77	5.99	5.53	5.39	5.14	5.30	4.98	4.89
	2020	6.40	5.70	6.27	5.64	5.89	5.43	5.33	5.07	5.22	4.90	4.80
	2025	6.25	5.57	6.13	5.52	5.78	5.33	5.27	5.01	5.13	4.82	4.71
	2030	6.11	5.45	6.00	5.40	5.69	5.24	5.22	4.94	5.06	4.75	4.63
2035	5.98	5.34	5.88	5.30	5.59	5.15	5.16	4.88	4.99	4.69	4.56	
Age 85	2010	10.82	9.93	9.86	9.26	7.94	7.72	6.23	6.18	7.54	7.20	7.71
	2015	10.49	9.60	9.63	9.02	7.85	7.61	6.22	6.16	7.39	7.05	7.50
	2020	10.18	9.30	9.41	8.78	7.76	7.50	6.20	6.13	7.26	6.92	7.31
	2025	9.89	9.01	9.20	8.56	7.68	7.40	6.18	6.10	7.14	6.80	7.13
	2030	9.62	8.75	9.00	8.35	7.59	7.30	6.16	6.08	7.03	6.68	6.97
2035	9.36	8.51	8.81	8.16	7.50	7.20	6.14	6.05	6.93	6.58	6.82	
Age 95	2010	19.03	18.18	14.17	13.86	9.04	9.00	6.41	6.41	11.46	11.10	13.36
	2015	18.54	17.63	14.04	13.70	9.03	8.99	6.41	6.41	11.34	10.97	13.06
	2020	18.09	17.13	13.91	13.54	9.02	8.98	6.41	6.41	11.23	10.85	12.78
	2025	17.67	16.67	13.78	13.38	9.02	8.97	6.41	6.41	11.12	10.74	12.52
	2030	17.28	16.24	13.66	13.23	9.01	8.96	6.41	6.41	11.03	10.64	12.28
2035	16.90	15.84	13.54	13.09	9.00	8.95	6.41	6.41	10.94	10.55	12.06	
Age 100	2010	27.22	25.92	16.18	15.97	9.17	9.16	6.42	6.42	14.96	14.46	18.93
	2015	27.05	25.73	16.17	15.96	9.17	9.16	6.42	6.42	14.94	14.43	18.83
	2020	26.88	25.54	16.16	15.95	9.17	9.16	6.42	6.42	14.91	14.41	18.74
	2025	26.72	25.36	16.15	15.93	9.17	9.16	6.42	6.42	14.89	14.38	18.65
	2030	26.56	25.19	16.14	15.92	9.17	9.16	6.42	6.42	14.86	14.36	18.56
2035	26.41	25.02	16.13	15.91	9.17	9.16	6.42	6.42	14.84	14.33	18.47	

Table B above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G at 2.0% annual effective interest rate. Annuity Payment rates for any plan and for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 2.0% annual effective interest rate.

Plan E - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per \$1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	9.18	17	5.77	24	4.36
11	8.42	18	5.50	25	4.22
12	7.80	19	5.26	26	4.10
13	7.26	20	5.04	27	3.98
14	6.81	21	4.85	28	3.87
15	6.42	22	4.67	29	3.77
16	6.07	23	4.51	30	3.68

Deferred Annuity Contract

**RiverSource Life
Insurance Company**

Offices:

829 Ameriprise Financial Center
Minneapolis, MN 55474

RiverSource 
Annuities

- **Flexible Purchase Payments with Purchase Payment Credits Provision – Subject to Limitations**
- **Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments**
- **Annuity Payments to Begin on the Annuitization Start Date**
- **This Contract is Nonparticipating – Dividends Are Not Payable**
- **Surrender Charges May Be Waived under Specified Conditions**



CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Signature Select**] 1.

Contract Number:] 2. [9920-0000000] Contract Date:] 2. [October 1, 2009]

Annuitant:] 2. [John Doe] Annuitization Start Date:] 2. [October 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.
-] 7. Age[86] or older and under age[91]:] 8. [\$0]] 11.
-] 9. Age[91] or older:] 12. [\$0]

Each Contract Year thereafter:

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

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

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

] 33. 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.

Allocation	Payment Allocation Percentage
Regular Fixed Account	0.00%
] 34. [Special DCA Fixed Account 6-Month	0.00%
Special DCA Fixed Account 12-Month	0.00%
] 35. [1 Year Guarantee Period Account	0.00%
2 Year Guarantee Period Account	0.00%
3 Year Guarantee Period Account	0.00%
4 Year Guarantee Period Account	0.00%
5 Year Guarantee Period Account	0.00%
6 Year Guarantee Period Account	0.00%
7 Year Guarantee Period Account	0.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] 2.

Contract Date: [October 1, 2009] 2.

Allocation	Payment Allocation Percentage
35. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
36. Aim V.I. Capital Appreciation Fund Ser 2	0.00%
Aim V.I. Capital Development Fund Ser 2	0.00%
Aim V.I. Global Htlh Care Fund Ser 2	0.00%
Aim V.I. International Growth Fund Ser 2	5.00%
Alliancebern VPS GI Thematic Gr Port Clb	0.00%
Alliancebernstein VPS Gr & Inc Port Cl B	0.00%
Alliancebernstein VPS Intl Val Port Cl B	2.00%
American Century VP Mid Cap Value Cl III	0.00%
American Century VP Ultra Class II	0.00%
American Century VP Value Class II	0.00%
Columbia High Yield Fund Var Ser Cl B	0.00%
Columbia Marsico Grwth Fund Var Ser Cl A	6.00%
Columbia Marsico Intl Oppt Var Ser Cl B	0.00%
Columbia Small Cap Value Fund VS Cl B	5.00%
Credit Suisse Trust Comm Rt Strategy	0.00%
Dreyfus Var Inv Fd Intl Eq Port Serv Shs	0.00%
Dreyfus Var Invest Fd Intl Val Serv Shs	0.00%
Eaton Vance VT Floating Rate Income Fund	4.00%
Fidelity VIP Contrafund Port Serv Cl 2	1.00%
Fidelity VIP Invest Grd Bd Port Sev Cl 2	5.00%
Fidelity VIP Mid Cap Port Service Cl 2	1.00%
Fidelity VIP Overseas Port Service Cl 2	0.00%
FTVIPT Franklin Income Secs Fund Class 2	0.00%
FTVIPT Templeton Global Bond Sec Fund Cl 2	5.00%
FTVIPT Templeton Growth Sec Fund Class 2	0.00%
GS VIT Mid Cap Value Fund Instl Shares	1.00%
GS VIT Structured U.S. Eq Fund Instl Shs	0.00%
Janus Aspen Srs Janus Port Svc Shs	5.00%
Legg Mason Ptnrs VA Sm Cap Gr Port Cl I	0.00%
MFS Total Return Series Service Class	0.00%
MFS Utilities Series Service Class	0.00%
Oppenheimer Capital Appreciation Fund/VA	0.00%
Oppenheimer Global Securities Fund/VA	0.00%
Oppenheimer Main Street Sm Cap Fund/VA	0.00%
Oppenheimer Strategic Bond Fund/VA	8.00%
Pimco VIT All Asset Port Advisor Shs Cl	3.00%
RVS Partners VP Fundamental Value Fund	6.00%
RVS Partners VP Select Value Fund	0.00%
RVS Partners VP Small Cap Value Fund	0.00%
RVS VP Cash Management Fund	2.00%
RVS VP Diversified Bond Fund	11.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2.]

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

Allocation	Payment Allocation Percentage
[36.] RVS VP Diversified Equity Income Fund	7.00%
RVS VP Dynamic Equity Fund	0.00%
RVS VP Global Inflation Protected Secsfd	8.00%
RVS VP High Yield Bond Fund	0.00%
RVS VP Income Opportunities Fund	6.00%
RVS VP Mid Cap Value Fund	0.00%
RVS VP New Dimensions Fund	0.00%
RVS VP S& P 500 Index Fund	0.00%
RVS VP Short Duration U.S. Government Fd	1.00%
Seligman VP Growth Fun	0.00%
Threadneedle VP Emerging Markets Fund	2.00%
Threadneedle VP Intl Opportunity Fund	0.00%
Van Kampen LIT Comstock Port Class 2 Shs	2.00%
Van Kampen UIF Global Real Estate Cl Ii	1.00%
Van Kampen UIF Mid Cap Gr Port Cl Ii Shs	0.00%
Wanger International	2.00%
Wanger USA	1.00%

[40.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model] [39.]

Fixed Account Minimum Interest Rate: [1.50%] [41.]

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 [1.50%] [34.] [42.] 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 [3.50%] [34.] [42.] New rates may be declared from time to time.

[34.] 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 [3.50%] [42.] New rates may be declared from time to time.

[43.] 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: [100] [21.]

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

ROPP Benefit Age: [100*] [22.] [44.]

See Payments to Beneficiaries provision.

[44.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85.]] [23.]

CONTRACT DATA - Continued

Contract Number: [9920-000000] [2]

Contract Date: [October 1, 2009] [2]

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	6.0%
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:]

[45.] Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
 1.30% + 0% = 1.30% of the daily net asset value

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [24.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [25.]

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] [26.] [\$0] [27.]

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: [28.]

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 [46.] 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 [29.] 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.] [46.]
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - [30.] a. [\$10,000] or
 - [31.] 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® Signature One Select** 1.

Contract Number: 2. [9920-0000000] Contract Date: 2. [October 1, 2009]

Annuitant: 2. [John Doe] Annuitization Start Date: 2. [October 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.
- 7. Age [86] or older and under age [91]: 8. [\$0] 11.
- 9. Age [91] or older: [0] 12.

Each Contract Year thereafter:

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

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

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

39. [Purchase Payment Credits: [Crediting Method 1] 37.

38. [Cumulative Net Purchase Payment* Amount	Net Purchase Payment Credit Percentage
[\$0 - \$249,999.99] 18.	[4%] 20.
[\$250,000.00 +] 19.	[5%] 21.

*Cumulative net purchase payments are total purchase payments less the total amount of partial surrenders.]

40. 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.

Allocation	Payment Allocation Percentage
Regular Fixed Account	0.00%
41. [Special DCA Fixed Account 6-Month	0.00%]
Special DCA Fixed Account 12-Month	0.00%]
1 Year Guarantee Period Account	0.00%]
2 Year Guarantee Period Account	0.00%]
42. [3 Year Guarantee Period Account	0.00%]
4 Year Guarantee Period Account	0.00%]
5 Year Guarantee Period Account	0.00%]
6 Year Guarantee Period Account	0.00%]
7 Year Guarantee Period Account	0.00%]

CONTRACT DATA - Continued

Contract Number: [9920-000000] 2.

Contract Date: [October 1, 2009] 2.

Allocation	Payment Allocation Percentage
42. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
Aim V.I. Capital Appreciation Fund Ser 2	0.00%
43. Aim V.I. Capital Development Fund Ser 2	0.00%
Aim V.I. Global Htlh Care Fund Ser 2	0.00%
Aim V.I. International Growth Fund Ser 2	5.00%
Alliancebern VPS GI Thematic Gr Port Clb	0.00%
Alliancebernstein VPS Gr & Inc Port CI B	0.00%
Alliancebernstein VPS Intl Val Port CI B	2.00%
American Century VP Mid Cap Value CI III	0.00%
American Century VP Ultra Class II	0.00%
American Century VP Value Class II	0.00%
Columbia High Yield Fund Var Ser CI B	0.00%
Columbia Marsico Grwth Fund Var Ser CI A	6.00%
Columbia Marsico Intl Oppt Var Ser CI B	0.00%
Columbia Small Cap Value Fund VS CI B	5.00%
Credit Suisse Trust Comm Rt Strategy	0.00%
Dreyfus Var Inv Fd Intl Eq Port Serv Shs	0.00%
Dreyfus Var Invest Fd Intl Val Serv Shs	0.00%
Eaton Vance VT Floating Rate Income Fund	4.00%
Fidelity VIP Contrafund Port Serv CI 2	1.00%
Fidelity VIP Invest Grd Bd Port Sev CI 2	5.00%
Fidelity VIP Mid Cap Port Service CI 2	1.00%
Fidelity VIP Overseas Port Service CI 2	0.00%
FTVIPT Franklin Income Secs Fund Class 2	0.00%
FTVIPT Templeton Global Bond Sec Fund CI 2	5.00%
FTVIPT Templeton Growth Sec Fund Class 2	0.00%
GS VIT Mid Cap Value Fund Instl Shares	1.00%
GS VIT Structured U.S. Eq Fund Instl Shs	0.00%
Janus Aspen Srs Janus Port Svc Shs	5.00%
Legg Mason Ptnrs VA Sm Cap Gr Port CI I	0.00%
MFS Total Return Series Service Class	0.00%
MFS Utilities Series Service Class	0.00%
Oppenheimer Capital Appreciation Fund/VA	0.00%
Oppenheimer Global Securities Fund/VA	0.00%
Oppenheimer Main Street Sm Cap Fund/VA	0.00%
Oppenheimer Strategic Bond Fund/VA	8.00%
Pimco VIT All Asset Port Advisor Shs CI	3.00%
RVS Partners VP Fundamental Value Fund	6.00%
RVS Partners VP Select Value Fund	0.00%
RVS Partners VP Small Cap Value Fund	0.00%
RVS VP Cash Management Fund	2.00%
RVS VP Diversified Bond Fund	11.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2.]

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

Allocation	Payment Allocation Percentage
[43.] RVS VP Diversified Equity Income Fund	7.00%
RVS VP Dynamic Equity Fund	0.00%
RVS VP Global Inflation Protected Secsfd	8.00%
RVS VP High Yield Bond Fund	0.00%
RVS VP Income Opportunities Fund	6.00%
RVS VP Mid Cap Value Fund	0.00%
RVS VP New Dimensions Fund	0.00%
RVS VP S& P 500 Index Fund	0.00%
RVS VP Short Duration U.S. Government Fd	1.00%
Seligman VP Growth Fun	0.00%
Threadneedle VP Emerging Markets Fund	2.00%
Threadneedle VP Intl Opportunity Fund	0.00%
Van Kampen LIT Comstock Port Class 2 Shs	2.00%
Van Kampen UIF Global Real Estate Cl li	1.00%
Van Kampen UIF Mid Cap Gr Port Cl li Shs	0.00%
Wanger International	2.00%
Wanger USA	1.00%

[47.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model] [46.]

Fixed Account Minimum Interest Rate: [1.50%] [48.]

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 [1.50%] [41.] [49.] New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the [6-Month] [41.] [49.] Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of [3.50%] [41.] [49.] New rates may be declared from time to time.

[41.] [Any purchase payments and purchase payment credits allocated to the [12-Month] [41.] [49.] Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of [3.50%] [41.] [49.] New rates may be declared from time to time.]

[50.] MVA Risk Factor: [0.001] [22.]
See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: [10%] [23.]
See the definition of "total free amount" in the Surrender Charge provision.

Hospitalization/Nursing Home Waiver Benefit Age: [75] [24.]
See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: [100] [25.]
See Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision.

ROPP Benefit Age: [100] [26.] [51.]
See Payments to Beneficiaries provision.

[51.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85] [27.]

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2]

Contract Date: [October 1, 2009] [2]

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 nine 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	4.0%
6	3.0%
7	2.0%
8	1.0%
9+	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:

Until 9th Contract Anniversary

[52.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
 1.60% + 0% = 1.60% of the daily net asset value]

9th Contract Anniversary and after

[52.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
 1.30% + 0% = 1.30% of the daily net asset value]

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [28.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [29.]

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] [30.] [\$0] [31.]

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

Contract Number: [9920-0000000] [2.]

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

Regular Fixed Account Purchase Payment and Transfer Limits: [32.]

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 [53.] 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 [33.] 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:
 - [34.] a. [\$10,000] or
 - [35.] 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® Flex Choice Select** 1.

Contract Number: 2. [9920-0000000] Contract Date: 2. [October 1, 2009]

Annuitant: 2. [John Doe] Annuitization Start Date: 2. [October 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.
- 7. Age [86] or older and under age [91]: 8. [\$0] 11.
- 9. Age [91] or older: [9] [\$0] 12.

Each Contract Year thereafter:

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

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

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

33. 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.

Allocation	Payment Allocation Percentage
Regular Fixed Account	0.00%
34. [Special DCA Fixed Account 6-Month	0.00%
Special DCA Fixed Account 12-Month	0.00%
35. [1 Year Guarantee Period Account	0.00%
2 Year Guarantee Period Account	0.00%
3 Year Guarantee Period Account	0.00%
4 Year Guarantee Period Account	0.00%
5 Year Guarantee Period Account	0.00%
6 Year Guarantee Period Account	0.00%
7 Year Guarantee Period Account	0.00%

CONTRACT DATA - Continued

Contract Number: [9920-000000] 2.

Contract Date: [October 1, 2009] 2.

Allocation	Payment Allocation Percentage
35. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
36. Aim V.I. Capital Appreciation Fund Ser 2	0.00%
Aim V.I. Capital Development Fund Ser 2	0.00%
Aim V.I. Global Htlh Care Fund Ser 2	0.00%
Aim V.I. International Growth Fund Ser 2	5.00%
Alliancebern VPS GI Thematic Gr Port Clb	0.00%
Alliancebernstein VPS Gr & Inc Port Cl B	0.00%
Alliancebernstein VPS Intl Val Port Cl B	2.00%
American Century VP Mid Cap Value Cl III	0.00%
American Century VP Ultra Class II	0.00%
American Century VP Value Class II	0.00%
Columbia High Yield Fund Var Ser Cl B	0.00%
Columbia Marsico Grwth Fund Var Ser Cl A	6.00%
Columbia Marsico Intl Oppt Var Ser Cl B	0.00%
Columbia Small Cap Value Fund VS Cl B	5.00%
Credit Suisse Trust Comm Rt Strategy	0.00%
Dreyfus Var Inv Fd Intl Eq Port Serv Shs	0.00%
Dreyfus Var Invest Fd Intl Val Serv Shs	0.00%
Eaton Vance VT Floating Rate Income Fund	4.00%
Fidelity VIP Contrafund Port Serv Cl 2	1.00%
Fidelity VIP Invest Grd Bd Port Sev Cl 2	5.00%
Fidelity VIP Mid Cap Port Service Cl 2	1.00%
Fidelity VIP Overseas Port Service Cl 2	0.00%
FTVIPT Franklin Income Secs Fund Class 2	0.00%
FTVIPT Templeton Global Bond Sec Fund Cl 2	5.00%
FTVIPT Templeton Growth Sec Fund Class 2	0.00%
GS VIT Mid Cap Value Fund Instl Shares	1.00%
GS VIT Structured U.S. Eq Fund Instl Shs	0.00%
Janus Aspen Srs Janus Port Svc Shs	5.00%
Legg Mason Ptrns VA Sm Cap Gr Port Cl I	0.00%
MFS Total Return Series Service Class	0.00%
MFS Utilities Series Service Class	0.00%
Oppenheimer Capital Appreciation Fund/VA	0.00%
Oppenheimer Global Securities Fund/VA	0.00%
Oppenheimer Main Street Sm Cap Fund/VA	0.00%
Oppenheimer Strategic Bond Fund/VA	8.00%
Pimco VIT All Asset Port Advisor Shs Cl	3.00%
RVS Partners VP Fundamental Value Fund	6.00%
RVS Partners VP Select Value Fund	0.00%
RVS Partners VP Small Cap Value Fund	0.00%
RVS VP Cash Management Fund	2.00%
RVS VP Diversified Bond Fund	11.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2.]

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

Allocation	Payment Allocation Percentage
[36.] RVS VP Diversified Equity Income Fund	7.00%
RVS VP Dynamic Equity Fund	0.00%
RVS VP Global Inflation Protected Secsfd	8.00%
RVS VP High Yield Bond Fund	0.00%
RVS VP Income Opportunities Fund	6.00%
RVS VP Mid Cap Value Fund	0.00%
RVS VP New Dimensions Fund	0.00%
RVS VP S& P 500 Index Fund	0.00%
RVS VP Short Duration U.S. Government Fd	1.00%
Seligman VP Growth Fun	0.00%
Threadneedle VP Emerging Markets Fund	2.00%
Threadneedle VP Intl Opportunity Fund	0.00%
Van Kampen LIT Comstock Port Class 2 Shs	2.00%
Van Kampen UIF Global Real Estate Cl li	1.00%
Van Kampen UIF Mid Cap Gr Port Cl li Shs	0.00%
Wanger International	2.00%
Wanger USA	1.00%

[40.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model] [39.]

Fixed Account Minimum Interest Rate: [1.50%] [41.]

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 [1.50%]. New rates may be declared from time to time. [34.] [42.]

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 [3.50%]. New rates may be declared from time to time. [34.] [42.]

[34.] 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 [3.50%]. New rates may be declared from time to time. [42.]

[43.] 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: [100] [21.]

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

ROPP Benefit Age: [100*] [22.] [44]

See Payments to Beneficiaries provision.

[44.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85]] [23.]

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2]

Contract Date: [October 1, 2009] [2]

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 four 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	7.0%
3	6.0%
4+	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:

[45.]	Base Fee	+	Optional Death Benefit Rider Fee	=	Total M&E Fee
	1.55%	+	0%	=	1.55% of the daily net asset value []

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [24.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [25.]

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] [26.] [\$0] [27.]

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: [28.]

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 [46.] 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 [29.] [46.] 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:
 - [30.] a. [\$10,000] or
 - [31.] 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® Innovations Select** 1.

Contract Number: 2. [9920-0000000] Contract Date: 2. [October 1, 2009]

Annuitant: 2. [John Doe] Annuitization Start Date: 2. [October 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.
- 7. Age [86] or older and under age [91]: 8. [\$0] 11.
- 9. Age [91] or older: [9] [\$0] 12.

Each Contract Year thereafter:

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

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

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

33. 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.

Allocation	Payment Allocation Percentage
Regular Fixed Account	0.00%
34. [Special DCA Fixed Account 6-Month	0.00%
Special DCA Fixed Account 12-Month	0.00%
35. [1 Year Guarantee Period Account	0.00%
2 Year Guarantee Period Account	0.00%
3 Year Guarantee Period Account	0.00%
4 Year Guarantee Period Account	0.00%
5 Year Guarantee Period Account	0.00%
6 Year Guarantee Period Account	0.00%
7 Year Guarantee Period Account	0.00%

CONTRACT DATA - Continued

Contract Number: [9920-000000] 2.

Contract Date: [October 1, 2009] 2.

Allocation	Payment Allocation Percentage
35. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
36. Aim V.I. Capital Appreciation Fund Ser 2	0.00%
Aim V.I. Capital Development Fund Ser 2	0.00%
Aim V.I. Global Htlh Care Fund Ser 2	0.00%
Aim V.I. International Growth Fund Ser 2	5.00%
Alliancebern VPS GI Thematic Gr Port Clb	0.00%
Alliancebernstein VPS Gr & Inc Port Cl B	0.00%
Alliancebernstein VPS Intl Val Port Cl B	2.00%
American Century VP Mid Cap Value Cl III	0.00%
American Century VP Ultra Class II	0.00%
American Century VP Value Class II	0.00%
Columbia High Yield Fund Var Ser Cl B	0.00%
Columbia Marsico Grwth Fund Var Ser Cl A	6.00%
Columbia Marsico Intl Oppt Var Ser Cl B	0.00%
Columbia Small Cap Value Fund VS Cl B	5.00%
Credit Suisse Trust Comm Rt Strategy	0.00%
Dreyfus Var Inv Fd Intl Eq Port Serv Shs	0.00%
Dreyfus Var Invest Fd Intl Val Serv Shs	0.00%
Eaton Vance VT Floating Rate Income Fund	4.00%
Fidelity VIP Contrafund Port Serv Cl 2	1.00%
Fidelity VIP Invest Grd Bd Port Sev Cl 2	5.00%
Fidelity VIP Mid Cap Port Service Cl 2	1.00%
Fidelity VIP Overseas Port Service Cl 2	0.00%
FTVIPT Franklin Income Secs Fund Class 2	0.00%
FTVIPT Templeton Global Bond Sec Fund Cl 2	5.00%
FTVIPT Templeton Growth Sec Fund Class 2	0.00%
GS VIT Mid Cap Value Fund Instl Shares	1.00%
GS VIT Structured U.S. Eq Fund Instl Shs	0.00%
Janus Aspen Srs Janus Port Svc Shs	5.00%
Legg Mason Ptrns VA Sm Cap Gr Port Cl I	0.00%
MFS Total Return Series Service Class	0.00%
MFS Utilities Series Service Class	0.00%
Oppenheimer Capital Appreciation Fund/VA	0.00%
Oppenheimer Global Securities Fund/VA	0.00%
Oppenheimer Main Street Sm Cap Fund/VA	0.00%
Oppenheimer Strategic Bond Fund/VA	8.00%
Pimco VIT All Asset Port Advisor Shs Cl	3.00%
RVS Partners VP Fundamental Value Fund	6.00%
RVS Partners VP Select Value Fund	0.00%
RVS Partners VP Small Cap Value Fund	0.00%
RVS VP Cash Management Fund	2.00%
RVS VP Diversified Bond Fund	11.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2.]

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

Allocation	Payment Allocation Percentage
[36.] RVS VP Diversified Equity Income Fund	7.00%
RVS VP Dynamic Equity Fund	0.00%
RVS VP Global Inflation Protected Secsfd	8.00%
RVS VP High Yield Bond Fund	0.00%
RVS VP Income Opportunities Fund	6.00%
RVS VP Mid Cap Value Fund	0.00%
RVS VP New Dimensions Fund	0.00%
RVS VP S& P 500 Index Fund	0.00%
RVS VP Short Duration U.S. Government Fd	1.00%
Seligman VP Growth Fun	0.00%
Threadneedle VP Emerging Markets Fund	2.00%
Threadneedle VP Intl Opportunity Fund	0.00%
Van Kampen LIT Comstock Port Class 2 Shs	2.00%
Van Kampen UIF Global Real Estate Cl li	1.00%
Van Kampen UIF Mid Cap Gr Port Cl li Shs	0.00%
Wanger International	2.00%
Wanger USA	1.00%

[40.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model] [39.]

Fixed Account Minimum Interest Rate: [1.50%] [41.]

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 [1.50%] [34.] [42.] 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 [3.50%] [34.] [42.] New rates may be declared from time to time.

[34.] 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 [3.50%] [42.] New rates may be declared from time to time.

[43.] 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: [100] [21.]

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

ROPP Benefit Age: [100*] [22.] [44.]

See Payments to Beneficiaries provision.

[44.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85.]] [23.]

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2]

Contract Date: [October 1, 2009] [2]

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 five 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	7.0%
2	6.0%
3	4.0%
4	2.0%
5+	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:

[45.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
 1.40% + 0% = 1.40% of the daily net asset value]

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [24.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [25.]

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] [26.] [\$0] [27.]

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: [28.]

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 [46.] 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 [29.] Value. [There are no limits on transfers to the Regular Fixed Account if the transfer is used to [46.] 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:
 - [30.] a. [\$10,000] or
 - [31.] 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® Innovations Select** 1.

Contract Number: 2. [9920-0000000] Contract Date: 2. [October 1, 2009]

Annuitant: 2. [John Doe] Annuitization Start Date: 2. [October 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.
- 7. Age [86] or older and under age [91]: 8. [\$0] 11.
- 9. Age [91] or older: [0] 12.

Each Contract Year thereafter:

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

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

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

33. 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.

Allocation	Payment Allocation Percentage
Regular Fixed Account	0.00%
34. [Special DCA Fixed Account 6-Month	0.00%
Special DCA Fixed Account 12-Month	0.00%
35. [1 Year Guarantee Period Account	0.00%
2 Year Guarantee Period Account	0.00%
3 Year Guarantee Period Account	0.00%
4 Year Guarantee Period Account	0.00%
5 Year Guarantee Period Account	0.00%
6 Year Guarantee Period Account	0.00%
7 Year Guarantee Period Account	0.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] 2.

Contract Date: [October 1, 2009] 2.

Allocation	Payment Allocation Percentage
35. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
36. Aim V.I. Capital Appreciation Fund Ser 2	0.00%
Aim V.I. Capital Development Fund Ser 2	0.00%
Aim V.I. Global Htlh Care Fund Ser 2	0.00%
Aim V.I. International Growth Fund Ser 2	5.00%
Alliancebern VPS GI Thematic Gr Port Clb	0.00%
Alliancebernstein VPS Gr & Inc Port Cl B	0.00%
Alliancebernstein VPS Intl Val Port Cl B	2.00%
American Century VP Mid Cap Value Cl III	0.00%
American Century VP Ultra Class II	0.00%
American Century VP Value Class II	0.00%
Columbia High Yield Fund Var Ser Cl B	0.00%
Columbia Marsico Grwth Fund Var Ser Cl A	6.00%
Columbia Marsico Intl Oppt Var Ser Cl B	0.00%
Columbia Small Cap Value Fund VS Cl B	5.00%
Credit Suisse Trust Comm Rt Strategy	0.00%
Dreyfus Var Inv Fd Intl Eq Port Serv Shs	0.00%
Dreyfus Var Invest Fd Intl Val Serv Shs	0.00%
Eaton Vance VT Floating Rate Income Fund	4.00%
Fidelity VIP Contrafund Port Serv Cl 2	1.00%
Fidelity VIP Invest Grd Bd Port Sev Cl 2	5.00%
Fidelity VIP Mid Cap Port Service Cl 2	1.00%
Fidelity VIP Overseas Port Service Cl 2	0.00%
FTVIPT Franklin Income Secs Fund Class 2	0.00%
FTVIPT Templeton Global Bond Sec Fund Cl 2	5.00%
FTVIPT Templeton Growth Sec Fund Class 2	0.00%
GS VIT Mid Cap Value Fund Instl Shares	1.00%
GS VIT Structured U.S. Eq Fund Instl Shs	0.00%
Janus Aspen Srs Janus Port Svc Shs	5.00%
Legg Mason Ptnrs VA Sm Cap Gr Port Cl I	0.00%
MFS Total Return Series Service Class	0.00%
MFS Utilities Series Service Class	0.00%
Oppenheimer Capital Appreciation Fund/VA	0.00%
Oppenheimer Global Securities Fund/VA	0.00%
Oppenheimer Main Street Sm Cap Fund/VA	0.00%
Oppenheimer Strategic Bond Fund/VA	8.00%
Pimco VIT All Asset Port Advisor Shs Cl	3.00%
RVS Partners VP Fundamental Value Fund	6.00%
RVS Partners VP Select Value Fund	0.00%
RVS Partners VP Small Cap Value Fund	0.00%
RVS VP Cash Management Fund	2.00%
RVS VP Diversified Bond Fund	11.00%

Contract Number: [9920-0000000] [2.]

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

Allocation	Payment Allocation Percentage
[36.] RVS VP Diversified Equity Income Fund	7.00%
RVS VP Dynamic Equity Fund	0.00%
RVS VP Global Inflation Protected Secsfd	8.00%
RVS VP High Yield Bond Fund	0.00%
RVS VP Income Opportunities Fund	6.00%
RVS VP Mid Cap Value Fund	0.00%
RVS VP New Dimensions Fund	0.00%
RVS VP S& P 500 Index Fund	0.00%
RVS VP Short Duration U.S. Government Fd	1.00%
Seligman VP Growth Fun	0.00%
Threadneedle VP Emerging Markets Fund	2.00%
Threadneedle VP Intl Opportunity Fund	0.00%
Van Kampen LIT Comstock Port Class 2 Shs	2.00%
Van Kampen UIF Global Real Estate Cl Ii	1.00%
Van Kampen UIF Mid Cap Gr Port Cl Ii Shs	0.00%
Wanger International	2.00%
Wanger USA	1.00%

[40.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model] [39.]

Fixed Account Minimum Interest Rate: [1.50%] [41.]

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 [1.50%] [34.] [42.] 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 [3.50%] [34.] [42.] New rates may be declared from time to time.

[34.] 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 [3.50%] [42.] New rates may be declared from time to time.

[43.] 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: [100] [21.]

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

ROPP Benefit Age: [100*] [22.] [44.]

See Payments to Beneficiaries provision.

[44.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85.]] [23.]

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2]

Contract Date: [October 1, 2009] [2]

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	8.0%
1	8.0%
2	7.0%
3	7.0%
4	6.0%
5	5.0%
6	3.0%
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:

[45.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
 1.05% + 0% = 1.05% of the daily net asset value]

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [24.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [25.]

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] [26.] [\$0] [27.]

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: [28.]

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 [46.] 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 [29.] 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.)] [46.]
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - [30.] a. [\$10,000] or
 - [31.] 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® Innovations Select** 1.

Contract Number: 2. [9920-0000000] Contract Date: 2. [October 1, 2009]

Annuitant: 2. [John Doe] Annuitization Start Date: 2. [October 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.
- 7. Age [86] or older and under age [91]: 8. [\$0] 11.
- 9. Age [91] or older: [0] 12.

Each Contract Year thereafter:

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

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

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

33. 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.

Allocation	Payment Allocation Percentage
Regular Fixed Account	0.00%
34. [Special DCA Fixed Account 6-Month	0.00%
Special DCA Fixed Account 12-Month	0.00%
35. [1 Year Guarantee Period Account	0.00%
2 Year Guarantee Period Account	0.00%
3 Year Guarantee Period Account	0.00%
4 Year Guarantee Period Account	0.00%
5 Year Guarantee Period Account	0.00%
6 Year Guarantee Period Account	0.00%
7 Year Guarantee Period Account	0.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] 2.

Contract Date: [October 1, 2009] 2.

Allocation	Payment Allocation Percentage
35. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
36. Aim V.I. Capital Appreciation Fund Ser 2	0.00%
Aim V.I. Capital Development Fund Ser 2	0.00%
Aim V.I. Global Htlh Care Fund Ser 2	0.00%
Aim V.I. International Growth Fund Ser 2	5.00%
Alliancebern VPS GI Thematic Gr Port Clb	0.00%
Alliancebernstein VPS Gr & Inc Port Cl B	0.00%
Alliancebernstein VPS Intl Val Port Cl B	2.00%
American Century VP Mid Cap Value Cl III	0.00%
American Century VP Ultra Class II	0.00%
American Century VP Value Class II	0.00%
Columbia High Yield Fund Var Ser Cl B	0.00%
Columbia Marsico Grwth Fund Var Ser Cl A	6.00%
Columbia Marsico Intl Oppt Var Ser Cl B	0.00%
Columbia Small Cap Value Fund VS Cl B	5.00%
Credit Suisse Trust Comm Rt Strategy	0.00%
Dreyfus Var Inv Fd Intl Eq Port Serv Shs	0.00%
Dreyfus Var Invest Fd Intl Val Serv Shs	0.00%
Eaton Vance VT Floating Rate Income Fund	4.00%
Fidelity VIP Contrafund Port Serv Cl 2	1.00%
Fidelity VIP Invest Grd Bd Port Sev Cl 2	5.00%
Fidelity VIP Mid Cap Port Service Cl 2	1.00%
Fidelity VIP Overseas Port Service Cl 2	0.00%
FTVIPT Franklin Income Secs Fund Class 2	0.00%
FTVIPT Templeton Global Bond Sec Fund Cl 2	5.00%
FTVIPT Templeton Growth Sec Fund Class 2	0.00%
GS VIT Mid Cap Value Fund Instl Shares	1.00%
GS VIT Structured U.S. Eq Fund Instl Shs	0.00%
Janus Aspen Srs Janus Port Svc Shs	5.00%
Legg Mason Ptnrs VA Sm Cap Gr Port Cl I	0.00%
MFS Total Return Series Service Class	0.00%
MFS Utilities Series Service Class	0.00%
Oppenheimer Capital Appreciation Fund/VA	0.00%
Oppenheimer Global Securities Fund/VA	0.00%
Oppenheimer Main Street Sm Cap Fund/VA	0.00%
Oppenheimer Strategic Bond Fund/VA	8.00%
Pimco VIT All Asset Port Advisor Shs Cl	3.00%
RVS Partners VP Fundamental Value Fund	6.00%
RVS Partners VP Select Value Fund	0.00%
RVS Partners VP Small Cap Value Fund	0.00%
RVS VP Cash Management Fund	2.00%
RVS VP Diversified Bond Fund	11.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2.]

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

Allocation	Payment Allocation Percentage
RVS VP Diversified Equity Income Fund	7.00%
RVS VP Dynamic Equity Fund	0.00%
RVS VP Global Inflation Protected Secsfd	8.00%
RVS VP High Yield Bond Fund	0.00%
RVS VP Income Opportunities Fund	6.00%
RVS VP Mid Cap Value Fund	0.00%
RVS VP New Dimensions Fund	0.00%
RVS VP S& P 500 Index Fund	0.00%
RVS VP Short Duration U.S. Government Fd	1.00%
Seligman VP Growth Fun	0.00%
Threadneedle VP Emerging Markets Fund	2.00%
Threadneedle VP Intl Opportunity Fund	0.00%
Van Kampen LIT Comstock Port Class 2 Shs	2.00%
Van Kampen UIF Global Real Estate Cl li	1.00%
Van Kampen UIF Mid Cap Gr Port Cl li Shs	0.00%
Wanger International	2.00%
Wanger USA	1.00%

[36.]

[39.]

[40.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model]

Fixed Account Minimum Interest Rate: [1.50%] [41.]

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 [1.50%] New rates may be declared from time to time. [34.] [42.]

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 [3.50%] New rates may be declared from time to time. [34.] [42.]

[34.] 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 [3.50%] New rates may be declared from time to time. [42.]

[43.] 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: [100] [21.]

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

ROPP Benefit Age: [100*] [22.] [44.]

See Payments to Beneficiaries provision.

[44.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85.]] [23.]

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2]

Contract Date: [October 1, 2009] [2]

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:

[45.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
0.85% + 0% = 0.85% of the daily net asset value]

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [24.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [25.]

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] [26.] [\$0] [27.]

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: [28.]

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 [46.] 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 [29.] [46.] 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:
 - [30.] a. [\$10,000]; or
 - [31.] 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® Builder Select** 1.

Contract Number: 2. [9920-0000000] Contract Date: 2. [October 1, 2009]

Annuitant: 2. [John Doe] Annuitization Start Date: 2. [October 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.
- 7. Age [86] or older and under age [91]: 8. [\$0] 11.
- 9. Age [91] or older: [0] 12.

Each Contract Year thereafter:

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

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

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

41. [Purchase Payment Credits: [Crediting Method 1] 39.

40. Cumulative Net Purchase Payment* Amount	Net Purchase Payment Credit Percentage
[\$0 - \$99,999.99] 18.	[2%] 21.
[\$100,000.00 - \$249,999.99] 19.	[3%] 22.
[\$250,000.00 +] 20.	[4%] 23.

*Cumulative net purchase payments are total purchase payments less the total amount of partial surrenders.]

42. 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.

Allocation	Payment Allocation Percentage
Regular Fixed Account	0.00%
43. [Special DCA Fixed Account 6-Month	0.00%
Special DCA Fixed Account 12-Month	0.00%
44. [1 Year Guarantee Period Account	0.00%
2 Year Guarantee Period Account	0.00%
3 Year Guarantee Period Account	0.00%
4 Year Guarantee Period Account	0.00%
5 Year Guarantee Period Account	0.00%
6 Year Guarantee Period Account	0.00%
7 Year Guarantee Period Account	0.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] 2.

Contract Date: [October 1, 2009] 2.

Allocation	Payment Allocation Percentage
44. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
Aim V.I. Capital Appreciation Fund Ser 2	0.00%
45. Aim V.I. Capital Development Fund Ser 2	0.00%
Aim V.I. Global Htlh Care Fund Ser 2	0.00%
Aim V.I. International Growth Fund Ser 2	5.00%
Alliancebern VPS GI Thematic Gr Port Clb	0.00%
Alliancebernstein VPS Gr & Inc Port Cl B	0.00%
Alliancebernstein VPS Intl Val Port Cl B	2.00%
American Century VP Mid Cap Value Cl III	0.00%
American Century VP Ultra Class II	0.00%
American Century VP Value Class II	0.00%
Columbia High Yield Fund Var Ser Cl B	0.00%
Columbia Marsico Grwth Fund Var Ser Cl A	6.00%
Columbia Marsico Intl Oppt Var Ser Cl B	0.00%
Columbia Small Cap Value Fund VS Cl B	5.00%
Credit Suisse Trust Comm Rt Strategy	0.00%
Dreyfus Var Inv Fd Intl Eq Port Serv Shs	0.00%
Dreyfus Var Invest Fd Intl Val Serv Shs	0.00%
Eaton Vance VT Floating Rate Income Fund	4.00%
Fidelity VIP Contrafund Port Serv Cl 2	1.00%
Fidelity VIP Invest Grd Bd Port Sev Cl 2	5.00%
Fidelity VIP Mid Cap Port Service Cl 2	1.00%
Fidelity VIP Overseas Port Service Cl 2	0.00%
FTVIPT Franklin Income Secs Fund Class 2	0.00%
FTVIPT Templeton Global Bond Sec Fund Cl 2	5.00%
FTVIPT Templeton Growth Sec Fund Class 2	0.00%
GS VIT Mid Cap Value Fund Instl Shares	1.00%
GS VIT Structured U.S. Eq Fund Instl Shs	0.00%
Janus Aspen Srs Janus Port Svc Shs	5.00%
Legg Mason Ptnrs VA Sm Cap Gr Port Cl I	0.00%
MFS Total Return Series Service Class	0.00%
MFS Utilities Series Service Class	0.00%
Oppenheimer Capital Appreciation Fund/VA	0.00%
Oppenheimer Global Securities Fund/VA	0.00%
Oppenheimer Main Street Sm Cap Fund/VA	0.00%
Oppenheimer Strategic Bond Fund/VA	8.00%
Pimco VIT All Asset Port Advisor Shs Cl	3.00%
RVS Partners VP Fundamental Value Fund	6.00%
RVS Partners VP Select Value Fund	0.00%
RVS Partners VP Small Cap Value Fund	0.00%
RVS VP Cash Management Fund	2.00%
RVS VP Diversified Bond Fund	11.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2.]

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

Allocation	Payment Allocation Percentage
[45.] RVS VP Diversified Equity Income Fund	7.00%
RVS VP Dynamic Equity Fund	0.00%
RVS VP Global Inflation Protected Secsfd	8.00%
RVS VP High Yield Bond Fund	0.00%
RVS VP Income Opportunities Fund	6.00%
RVS VP Mid Cap Value Fund	0.00%
RVS VP New Dimensions Fund	0.00%
RVS VP S& P 500 Index Fund	0.00%
RVS VP Short Duration U.S. Government Fd	1.00%
Seligman VP Growth Fun	0.00%
Threadneedle VP Emerging Markets Fund	2.00%
Threadneedle VP Intl Opportunity Fund	0.00%
Van Kampen LIT Comstock Port Class 2 Shs	2.00%
Van Kampen UIF Global Real Estate Cl Ii	1.00%
Van Kampen UIF Mid Cap Gr Port Cl Ii Shs	0.00%
Wanger International	2.00%
Wanger USA	1.00%

[49.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model] [48.]

Fixed Account Minimum Interest Rate: [1.50%] [50.]

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 [1.50%]. New rates may be declared from time to time. [43.] [51.]

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 [3.50%]. New rates may be declared from time to time. [43.] [51.]

[43.] 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 [3.50%]. New rates may be declared from time to time. [51.]

[52.] MVA Risk Factor: [0.001] [24.]

See Guarantee Period Accounts endorsement, MVA formula.]

CV Waiver Percentage: [10%] [25.]

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

Hospitalization/Nursing Home Waiver Benefit Age: [75] [26.]

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

TI Waiver Benefit Age: [100] [27.]

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

ROPP Benefit Age: [100*] [28] [53.]

See Payments to Beneficiaries provision.

[53.] *In the event of a "covered life change," then the ROPP Benefit Age is age [85.] [29.]

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2]

Contract Date: [October 1, 2009] [2]

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 six 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	6.0%
4	4.0%
5	2.0%
6+	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:

[54.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
1.50% + 0% = 1.50% of the daily net asset value]

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [30.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [31.]

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] [32.] [\$0] [33.]

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: [34.]

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 [55.] 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 [55.] establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.] [35.]
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - [36.] a. [\$10,000] or
 - [37.] 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® Builder Select** 1.

Contract Number: 2. [9920-0000000] Contract Date: 2. [October 1, 2009]

Annuitant: 2. [John Doe] Annuitization Start Date: 2. [October 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.
- 7. Age [86] or older and under age [91]: 8. [\$0] 11.
- 9. Age [91] or older: [0] 12.

Each Contract Year thereafter:

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

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

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

41. [Purchase Payment Credits: [Crediting Method 1] 39.

40. Cumulative Net Purchase Payment* Amount	Net Purchase Payment Credit Percentage
[\$0 - \$99,999.99] 18.	[2%] 21.
[\$100,000.00 - \$249,999.99] 19.	[3%] 22.
[\$250,000.00 +] 20.	[4%] 23.

*Cumulative net purchase payments are total purchase payments less the total amount of partial surrenders.]

42. 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.

Allocation	Payment Allocation Percentage
Regular Fixed Account	0.00%
43. Special DCA Fixed Account 6-Month	0.00%
Special DCA Fixed Account 12-Month	0.00%
44. 1 Year Guarantee Period Account	0.00%
2 Year Guarantee Period Account	0.00%
3 Year Guarantee Period Account	0.00%
4 Year Guarantee Period Account	0.00%
5 Year Guarantee Period Account	0.00%
6 Year Guarantee Period Account	0.00%
7 Year Guarantee Period Account	0.00%

CONTRACT DATA - Continued

Contract Number: [9920-000000] 2.

Contract Date: [October 1, 2009] 2.

Allocation	Payment Allocation Percentage
44. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
Aim V.I. Capital Appreciation Fund Ser 2	0.00%
45. Aim V.I. Capital Development Fund Ser 2	0.00%
Aim V.I. Global Htlh Care Fund Ser 2	0.00%
Aim V.I. International Growth Fund Ser 2	5.00%
Alliancebern VPS GI Thematic Gr Port Clb	0.00%
Alliancebernstein VPS Gr & Inc Port Cl B	0.00%
Alliancebernstein VPS Intl Val Port Cl B	2.00%
American Century VP Mid Cap Value Cl III	0.00%
American Century VP Ultra Class II	0.00%
American Century VP Value Class II	0.00%
Columbia High Yield Fund Var Ser Cl B	0.00%
Columbia Marsico Grwth Fund Var Ser Cl A	6.00%
Columbia Marsico Intl Oppt Var Ser Cl B	0.00%
Columbia Small Cap Value Fund VS Cl B	5.00%
Credit Suisse Trust Comm Rt Strategy	0.00%
Dreyfus Var Inv Fd Intl Eq Port Serv Shs	0.00%
Dreyfus Var Invest Fd Intl Val Serv Shs	0.00%
Eaton Vance VT Floating Rate Income Fund	4.00%
Fidelity VIP Contrafund Port Serv Cl 2	1.00%
Fidelity VIP Invest Grd Bd Port Sev Cl 2	5.00%
Fidelity VIP Mid Cap Port Service Cl 2	1.00%
Fidelity VIP Overseas Port Service Cl 2	0.00%
FTVIPT Franklin Income Secs Fund Class 2	0.00%
FTVIPT Templeton Global Bond Sec Fund Cl 2	5.00%
FTVIPT Templeton Growth Sec Fund Class 2	0.00%
GS VIT Mid Cap Value Fund Instl Shares	1.00%
GS VIT Structured U.S. Eq Fund Instl Shs	0.00%
Janus Aspen Srs Janus Port Svc Shs	5.00%
Legg Mason Ptnrs VA Sm Cap Gr Port Cl I	0.00%
MFS Total Return Series Service Class	0.00%
MFS Utilities Series Service Class	0.00%
Oppenheimer Capital Appreciation Fund/VA	0.00%
Oppenheimer Global Securities Fund/VA	0.00%
Oppenheimer Main Street Sm Cap Fund/VA	0.00%
Oppenheimer Strategic Bond Fund/VA	8.00%
Pimco VIT All Asset Port Advisor Shs Cl	3.00%
RVS Partners VP Fundamental Value Fund	6.00%
RVS Partners VP Select Value Fund	0.00%
RVS Partners VP Small Cap Value Fund	0.00%
RVS VP Cash Management Fund	2.00%
RVS VP Diversified Bond Fund	11.00%

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2.]

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

Allocation	Payment Allocation Percentage
[45.] RVS VP Diversified Equity Income Fund	7.00%
RVS VP Dynamic Equity Fund	0.00%
RVS VP Global Inflation Protected Secsfd	8.00%
RVS VP High Yield Bond Fund	0.00%
RVS VP Income Opportunities Fund	6.00%
RVS VP Mid Cap Value Fund	0.00%
RVS VP New Dimensions Fund	0.00%
RVS VP S& P 500 Index Fund	0.00%
RVS VP Short Duration U.S. Government Fd	1.00%
Seligman VP Growth Fun	0.00%
Threadneedle VP Emerging Markets Fund	2.00%
Threadneedle VP Intl Opportunity Fund	0.00%
Van Kampen LIT Comstock Port Class 2 Shs	2.00%
Van Kampen UIF Global Real Estate Cl li	1.00%
Van Kampen UIF Mid Cap Gr Port Cl li Shs	0.00%
Wanger International	2.00%
Wanger USA	1.00%

[49.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model] [48.]

Fixed Account Minimum Interest Rate: [1.50%] [50.]

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 [1.50%]. New rates may be declared from time to time. [43.] [51.]

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 [3.50%]. New rates may be declared from time to time. [43.] [51.]

[43.] 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 [3.50%]. New rates may be declared from time to time. [51.]

[52.] MVA Risk Factor: [0.001] [24.]

See Guarantee Period Accounts endorsement, MVA formula.]

CV Waiver Percentage: [10%] [25.]

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

Hospitalization/Nursing Home Waiver Benefit Age: [75] [26.]

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

TI Waiver Benefit Age: [100] [27.]

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

ROPP Benefit Age: [100*] [28.] [53.]

See Payments to Beneficiaries provision.

[53.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85]] [29.]

CONTRACT DATA - Continued

Contract Number: [9920-0000000] [2]

Contract Date: [October 1, 2009] [2]

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 eight 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	2.0%
8+	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:

[54.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
 1.25% + 0% = 1.25% of the daily net asset value]

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [30.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [31.]

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] [32.] [\$0] [33.]

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: [34.]

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 [55.] 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 [35.] Value. [(There are no limits on transfers to the Regular Fixed Account if the transfer is used to [55.] 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:
 - [36.] a. [\$10,000] or
 - [37.] 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.

1. [829 Ameriprise Financial Center, Minneapolis, MN 55474
Service line: 1-800-333-3437]

1



2. **[RiverSource® Innovations Select]**
Individual Variable Annuity Application
RiverSource Life Insurance Company

1. Contract Owner Name (First, Middle Initial, Last)

Sex M F
Citizenship U.S. Other (Country) _____
Date of Birth (MM/DD/YYYY) _____ Age _____
Social Security Number (Taxpayer Identification Number) _____

(SSN/TIN for this contract owner will be used for tax reporting purposes unless otherwise indicated in Section 9 Remarks and Special Instructions)

Address (Physical address required - No PO Box)

(City, State, Zip)

Mailing address if different from Physical address (Optional)

Home Telephone Number () _____

Email Address

Type of Ownership: Individual Joint* Revocable Trust** Irrevocable Trust** Corporate
 UGMA/UTMA (state ____) Custodial

*This signifies "with rights of survivorship" if married and "tenants in common" if unmarried.

**For Trust Ownership, please attach the first two pages and signature page of the Trust or a Trustee Certification.

1a. Joint Owner Name (First, Middle Initial, Last)

Sex M F
Citizenship U.S. Other (Country) _____
Date of Birth (MM/DD/YYYY) _____ Age _____
Social Security Number (Taxpayer Identification Number) _____

Address (Physical address required - No PO Box)

(City, State, Zip)

Relationship to Contract Owner

2. Annuitant Name (First, Middle Initial, Last) if other than owner

Sex M F
Date of Birth (MM/DD/YYYY) _____ Age _____
Social Security Number (Taxpayer Identification Number) _____

NOTE: In order to receive favorable tax treatment, if the owner is a revocable trust, the grantor of the trust should be the annuitant. If there are joint grantors the joint grantor should be the joint annuitant. If UGMA/UTMA, the minor should be the annuitant.

Address (Physical address required - No PO Box)

(City, State, Zip)

Mailing address if different from physical address (Optional for Custodial Accounts)

2a. Joint Annuitant Name (First, Middle Initial, Last)

Sex M F
Date of Birth (MM/DD/YYYY) _____ Age _____
Social Security Number (Taxpayer Identification Number) _____

Address (Physical address required - No PO Box)

(City, State, Zip)

Mailing address if different from physical address (Optional for Custodial Accounts)

2b. Contingent Annuitant Name (First, Middle Initial, Last)

Sex M F

Date of Birth (MM/DD/YYYY)

Age

Social Security Number (Taxpayer Identification Number)

Address (Physical address required - No PO Box)

(City, State, Zip)

Mailing address if different from physical address (Optional for Custodial Accounts)

NOTE: Not allowed for non-natural ownership, i.e. trust, corporate. If a Contingent Annuitant is not named and the annuitant dies before the owner, then the owner, if a natural person, is deemed the annuitant. If ownership is joint, one of the owners must be named Contingent Annuitant.

3. Primary Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner. If no beneficiary is named, the default beneficiary will be as stated in the contract.)

Name	Date of Birth	Relationship to Owner*	Social Security Number	%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

3a. Contingent Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner)

Name	Date of Birth	Relationship to Owner*	Social Security Number	%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*If non-natural owner, i.e. trust or corporate, show relationship to annuitant.

4. Type of Annuity (check one)

Non-qualified

Individual Retirement Account (IRA) – Complete Section 8 also. Ownership must be individual or custodial.

- Traditional Inherited – Traditional
- SEP Inherited – SEP
- Roth Inherited – Roth
-

IRA Contribution Type

- Current Year \$ _____ Rollover \$ _____
- Prior Year \$ _____ Recharacterization \$ _____
- Trustee Transfer \$ _____ Roth Conversion \$ _____

TSA * - Complete Section 8 also. Ownership must be individual. Submit 403(b) – TSA/TSCA Transfer Request form and an Information Sharing Agreement signed by the Plan Sponsor.

Plan Sponsor Information:

Name of Plan Sponsor associated with the 403(b) Plan _____ Employer Identification Number _____

Contact Name _____ Title _____ Phone Number _____

Address _____ City _____ State _____ Zip Code _____

* Only transfer and rollover payments will be accepted; active contributions are not allowed.

5. [Contract] / [Benefit] Selection

5.

[Contract]

- [] [contract]
[] [contract]
[] [contract]

[[Surrender Charge Options:]

[You must select one]

- [] [0 Year Surrender Charge]
[] [4 Year Surrender Charge]
[] [5 Year Surrender Charge]
[] [6 Year Surrender Charge]
[] [7 Year Surrender Charge]
[] [8 Year Surrender Charge]
[] [10 Year Surrender Charge]
[] []

[Death Benefit: You must select one] [If you are age [79] or younger, please make a death benefit selection below. If no selection is made the death benefit will default to ROPP.]

- [] [Return of Purchase Payment (ROPP)]
[] [Maximum Anniversary Value (MAV)]
[] [5% Accumulation Death Benefit (5%)]
[] [Enhanced Death Benefit (EDB)]
[] []

[Optional Death Benefits: You must check one box (Through age [75]. Not available with 5% or EDB.)]

- [] [No Optional Death Benefit Rider selected.]

[OR]

- [] [Benefit Protector® Death Benefit Rider],

[OR]

- [] [Benefit Protector® Plus Death Benefit Rider
(Exchange, Transfer or rollover only)]

- [] []

[Optional Living Benefits]: [You must check one box] [not available with Contract Option C]

[(Portfolio Navigator [or Disciplined Asset Allocation Funds] must be selected in Section 6 if an optional benefit is selected)]

- [] [No Optional Living Benefit Rider selected.]

[OR]

[[SecureSource3] Guaranteed Lifetime Withdrawal Benefit Rider (through age 80):

- [] [Single Life Benefit
[] [Joint Life Benefit
Spouse Name _____
Sex ___ DOB _____ SSN _____]

[OR]

[[SecureSourceSM] Guaranteed Minimum Withdrawal Benefit Rider (through age 80):

- [] [Single Life Benefit
[] [Joint Life Benefit
Spouse Name _____
Sex ___ DOB _____ SSN _____]

[OR]

[[Accumulation Protector Benefit®] [(through age [80])]:

- [] [Guaranteed Minimum Accumulation Benefit Rider (GMAB)]]

[OR]

- [] []

6. Purchase Payments Initial Purchase Payment \$ _____

(For SIP and Rebalancing, complete the Investment Options Form.)

For Payment Allocations, check one below, then complete the required form:*

- Portfolio Navigator (PN) Asset Allocation Program** – if elected, must be 100%, unless the Special DCA Fixed Account is also elected below. **Complete and return the Enrollment Form (#274176)**. [PN Questionnaire is an optional tool for model selection.]
If you wish to DCA from one of the Special DCA Fixed Accounts into Portfolio Navigator, please make your election here, then complete [the PN Enrollment form] [(#274176)].
_____% 6-month Special DCA Fixed Account
_____% 12-month Special DCA Fixed Account

- New Business Subaccount Funds Initial Allocations (Form 411270)**. This also includes regular DCA capability.

7. Telephone/Electronic Transaction Authorization Yes

By checking "Yes," I/we hereby authorize and direct RiverSource Life Insurance Company (RiverSource Life) to accept telephone or electronic transaction instructions from the agent or registered / licensed assistant who can furnish proper identification to [make transfers between accounts, change the allocation of future investments, change the contract address of record, request elective step-up on certain optional riders, and/or to request surrenders to the extent authorized in the prospectus]. RiverSource Life will use reasonable procedures to confirm that these instructions are authorized and genuine. RiverSource Life and I/we agree that these transactions will be made in accordance with procedures specified in the current prospectus for my RiverSource Life variable product.

This authorization is valid until I/we cancel it in writing. However, RiverSource Life may, without notice, cancel or suspend this authorization or certain transactions at any time.

I/we agree to hold harmless and indemnify RiverSource Life and its affiliates, including each of their directors, officers, employees and agents, for any loss, liability or expense arising from such instructions.

8. If this annuity contract will be used to fund a tax-deferred retirement plan, please read and complete the information requested

- I have received a copy of "A guide for investors" and understand it's contents, including the Commonly Asked Questions section, which contains information about using an annuity to fund a tax-deferred retirement plan. I understand that an annuity generally has a tax deferral feature provided by the Internal Revenue Code. However, I further understand that if I purchase an annuity to fund a retirement plan that is already tax-deferred, any tax deferral benefits will be provided by the retirement plan and that my annuity will not provide any necessary or additional tax-deferral benefits.
- I further acknowledge that RiverSource Life Insurance Company assumes no responsibility for any tax consequences and/or penalties that may result from my contributions to or distributions from this annuity or that may result from any related transaction or conversion.
- IRA applicants only: I acknowledge receiving a copy of "Your Guide to IRAs" and understand its contents.
- I acknowledge reviewing the costs of my annuity, including surrender and other charges, and have decided that the benefits of purchasing this annuity outweigh its costs for one or more of the following reasons (check all that apply to your particular situation):

- | | |
|---|---|
| <input type="checkbox"/> Access to multiple investment managers | <input type="checkbox"/> Access to asset rebalancing without cost |
| <input type="checkbox"/> Availability of surrender charge waivers for nursing home confinement, hospitalization and terminal illness | <input type="checkbox"/> Access to dollar-cost-averaging without cost |
| <input type="checkbox"/> Ability to transfer among multiple investment options without additional charges | <input type="checkbox"/> Avoiding the cost and delays of probate and estate settlement in certain circumstances |
| <input type="checkbox"/> Availability of annuity payment plan options for retirement income or to simplify tax-qualified required minimum distributions | <input type="checkbox"/> Death benefit guarantees |
| <input type="checkbox"/> Availability of subaccount transactions without cost | <input type="checkbox"/> Access to enhanced death benefits |
| <input type="checkbox"/> Guaranteed lifetime income payout rates | <input type="checkbox"/> Access to enhanced living benefits |
| | <input type="checkbox"/> Access to a guaranteed interest rate in the fixed account |
| | <input type="checkbox"/> Access to multi-year interest rate guarantees |
| | <input type="checkbox"/> Access to purchase payment credits |

Other _____

(list)

9. Remarks and Special Instructions (including special mailing instructions)

10. Replacement

- 9.** [Do you have any existing annuity or life insurance contracts? Yes No
If **YES**, complete the [Important Notice: Replacement of Life Insurance and Annuity Contracts form.]]
[Will the annuity applied for replace any existing insurance or annuity? Yes No
If **YES**, provide details – Company, contract number, amount, reason – under **Section 9** Remarks and special instructions.]
-

11. Social Security or Taxpayer Identification Number Certification

[Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number, and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
10. (3) I am a U.S. citizen or other U.S. person.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

Form W-9 instructions are available upon request or on www.irs.gov.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.]

12. Fraud Warnings:

[For applicants in Arkansas:

- 11.** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

[For applicants in Washington, D. C.:

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.]

[For applicants in Florida:

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

[For applicants in New Jersey:

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.]

13. I/We Agree That:

- All statements and answers given above are true and complete to the best of my/our knowledge and belief.
- If joint spousal owners are named, ownership will be in joint tenancy with right of survivorship unless prohibited by state in which death settlement occurs or if specified otherwise in **Section 9** Remarks and Special Instructions.
- **I/we acknowledge receipt of the current prospectus for the variable annuity.**
- Tax law requires that all non-qualified deferred annuity contracts issued by the same company, to the same contract owner, during the same calendar year are to be treated as a single, unified contract. The amount of income included and taxed in a distribution (or a transaction deemed a distribution under tax law) taken from any one of such contracts is determined by summing all such contracts together.
- I/we acknowledge receipt of RiverSource Life Insurance Company's [Privacy Notice].
- I/we have read and understood the disclosures if applicable, listed in **Section 8** above.
- If this annuity replaces any existing insurance or annuity, I/we acknowledge receipt of the Variable Annuity Replacement Disclosure or equivalent disclosure.
- I/we acknowledge receipt of the [Product Disclosure] [and the Military Disclosure Form].
- I have not entered into, or made plans to enter into any agreement to sell or assign the ownership of, or a beneficial interest in, the applied for contract. In addition, in the past, I have not sold or transferred any annuity contract to a third party.
- I/we acknowledge reading any applicable Fraud Warnings above.
- I/we have reviewed the subaccount options that I/we selected on the [Subaccount Fund Allocations] form [411270] with my Agent.
- **I/we understand that earnings and values, when based on the investment experience of a variable fund, portfolio, account or subaccount, are not guaranteed and may both increase or decrease. [Allocations and transfers to Guarantee Period Account(s) are subject to market value adjustments if withdrawn prior to the dates specified in the contract.]**

12.

[The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding (See Section 11).]

Signatures:

State in which application was signed _____ Date _____

X _____
Owner Signature/Trustee or Custodian Signature (if Owner is Trust or Custodial account)

X _____
Joint Owner (if any) Signature

X _____
Annuitant Signature (if other than Owner)

X _____
Joint Annuitant Signature

[14.] Writing Agent's Report (Type or Print)

To the best of my knowledge, this [application **does** **does not** involve replacement of existing life insurance or annuities.]
[client **does** **does not** have existing annuities or life insurance contracts.]

I hereby certify I personally solicited this application; that the application and this report are complete and accurate to the best of my knowledge and belief. If a replacement is occurring, I have provided details — company, contract number, amount, reason — under Section 9 Remarks and Special Instructions and have completed any state replacement requirements including any required state replacement forms (and I certify that only insurer approved sales materials were used and copies of all sales material were left with the customer).

X

Licensed Agent Signature

Agent's Name _____ Agent's [Social Security Number] _____

FL Agent's Printed Name: _____ Agent's Florida License ID #: _____

Agency Name and Number (if applicable)

Telephone Number () _____

Distributor Client Account ID

For Split Commissions, Agent percentage of Commissions _____ **(If blank, commissions will be split equally)**

[For Agent Use Only (check one)
 Option A Option B] Option C] Option D] Option E] []

Additional Agent Information

Agent's Name _____ [Agent's Social Security Number] _____

FL Agent's Printed Name: _____ Agent's Florida License ID #: _____

Agency Name and Number (if applicable)

Telephone Number () _____

For Split Commissions, Agent percentage of Commissions _____ **(If blank, commissions will be split equally)**

X

Licensed Agent Signature

1

RiverSource Life Insurance Company
[829 Ameriprise Financial Center, Minneapolis, MN 55474
Service line: (800) 333-3437]

1.



↓PRINTS ON THE FIRST PAGE ABOVE TITLE ONLY IF APPLICATION STATE IS ARIZONA↓

[For applicants in Arizona: Upon written request, the insurance company will provide, within a reasonable time, factual information to you regarding the benefits and provisions of the annuity contract for which you are applying. If you are not satisfied with the contract after you receive it, you may return it within 10 days of receiving it (30 days if you are 65 years of age or older on the date of the application). We will then refund any payments made and the contract will then be void. For non-IRA variable annuity applicants, this refund will be equal to the contract's account value on the day we receive it. This may be less than the payments made by you. Contracts returned after 10 days after receipt (30 days if you are 65 years of age or older on the date of the application) may result in a substantial penalty known as a surrender charge.]

SIGN ON PAGE [X] AND RETURN TO RIVERSOURCE LIFE INSURANCE COMPANY

2. [Product Name] Variable Annuity Application Acknowledgement Form

2.

Please review the following information concerning your [Product Name] Variable Annuity contract. If any corrections are needed, please note them next to the item(s) listed below.

You must sign and date this form and return it in the enclosed reply envelope within 10 days.

2.

[Product Name] Variable Annuity Contract Number: [9920-SAMPLE] 6.

Ownership Type:

4.

- [Individual
- Joint
- Revocable Trust
- Irrevocable Trust
- Corporate
- UGMA/UTMA, [anystate]
- ...]

Tax Type:

5.

- [Non-Qualified Annuity
- Traditional Individual Retirement Annuity
- SEP-IRA
- Contributory Roth IRA
- Tax-Sheltered Annuity
- ...]

Contract Owner:

Address:

6.

[John Doe]
[100 Main Street]
[Anywhere, USA 00000]

↓PRINTS ONLY IF THERE IS A DESIGNATED MAILING ADDRESS↓

[Mailing Address] [PO Box 25]
[Anywhere, USA 00000]

6.

Date of Birth: [06/01/71]
Sex: [Male]
Citizenship: [USA]
Social Security Number (SSN) /
Taxpayer Identification Number (TIN)
used for tax reporting purposes: [123-45-6789]

3.

SIGN ON PAGE [X] AND RETURN TO RIVERSOURCE LIFE INSURANCE COMPANY

6.

↓PRINTS ONLY IF THERE IS A JOINT OWNER↓

[Joint Owner:] [Jane Doe]
[Address:] [100 Main Street]
[Anywhere, USA 00000]
[Mailing Address] [PO Box 25]
[Anywhere, USA 00000]
[Date of Birth:] [05/01/71]
[Sex:] [Female]
[Citizenship:] [USA]
[Social Security Number (SSN) /
Taxpayer Identification Number (TIN):] [333-44-5555]
[Relationship to Contract Owner:] [Spouse]

6.

Annuitant: [John Doe]
Address: [100 Main Street]
[Anywhere, USA 00000]

NOTE: In order to retain tax-deferral, if the owner is a revocable trust, the grantor of the trust should be the annuitant. If there are joint grantors the joint grantor should be the joint annuitant.

↓PRINTS ONLY IF THERE IS A DESIGNATED MAILING ADDRESS↓

[Mailing Address] [PO Box 25]
[Anywhere, USA 00000]
Date of Birth: [06/01/71]
Sex: [Male]
Citizenship: [USA]
Social Security Number (SSN) /
Taxpayer Identification Number (TIN): [123-45-6789]

6.

↓PRINTS ONLY IF THERE IS A JOINT ANNUITANT↓

[**Joint Annuitant:**] [Jane Doe]
[Address:] [100 Main Street]
[Anywhere, USA 00000]
[Mailing Address] [PO Box 25]
[Anywhere, USA 00000]
[Date of Birth:] [06/01/71]
[Sex:] [Female]
[Citizenship:] [USA]
[Social Security Number (SSN) /
Taxpayer Identification Number (TIN):] [333-44-5555]

6.

↓PRINTS ONLY IF THERE IS A DESIGNATED SUCCESSOR ANNUITANT↓

[**Successor Annuitant:**] [Jane Doe]
[Address:] [100 Main Street]
[Anywhere, USA 00000]
[Mailing Address] [PO Box 25]
[Anywhere, USA 00000]
[Date of Birth:] [06/01/71]
[Sex:] [Female]
[Citizenship:] [USA]
[Social Security Number (SSN) /
Taxpayer Identification Number (TIN):] [333-44-5555]

Annuity Contract Date: 6. [05/01/06]

SIGN ON PAGE [X] AND RETURN TO RIVERSOURCE LIFE INSURANCE COMPANY

Surrender Charge Schedule: 6. [7 years]
[8 years]
[...]

Additional Riders: 6. [No additional riders selected]
[Maximum Anniversary Value Death Benefit Rider]
[Guaranteed Minimum Accumulation Benefit Rider]
[...]

Initial Purchase Payment: 6. [\$25,000]

Initial Allocation of Purchase Payments: 6. [PORTFOLIO NAVIGATOR ASSET ALLOCATION MODEL PORTFOLIO:
CONSERVATIVE MODEL]
[ACTIVE ALLOCATION FUNDS]
[...]

Beneficiary:
Primary Beneficiary: 6. [Jane Doe]
Date of Birth: [06/01/71]
Relationship to Contract Owner: [Spouse]
SSN/TIN [333-44-5555]
%: [100%]

↓PRINTS FOR EACH ADDITIONAL PRIMARY BENEFICIARY↓

6. [Primary Beneficiary:] [Gary Doe]
[Date of Birth:] [06/01/51]
[Relationship to Contract Owner:] [Uncle]
[SSN/TIN] []
[%:] []

↓PRINTS FOR EACH CONTINGENT BENEFICIARY↓

6. [Contingent Beneficiary:] [Harriet Doe]
[Date of Birth:] [06/01/911]
[Relationship to Contract Owner:] [Niece]
[SSN/TIN] []
[%:] []

↓PRINTS ONLY IN SPECIFIC STATE IF STATE SPECIFIC APPLICATION INFORMATION IS REQUIRED↓

7. [State Specific Information / Fraud Warnings:
[For applicants in Arkansas
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]
[For applicants in the District of Columbia:
It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.]
[For applicants in Florida:
Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Agent's Printed Name: [_____] Agent's Florida License ID #: [_____]

SIGN ON PAGE [X] AND RETURN TO RIVERSOURCE LIFE INSURANCE COMPANY

7.

[For applicants in **New Jersey**:
Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.]]

8.

Telephone/Electronic Transaction Authorization Yes

By checking "Yes," I/we hereby authorize and direct RiverSource Life Insurance Company (RiverSource Life) to accept telephone or electronic transaction instructions from the agent or registered / licensed assistant who can furnish proper identification to [make transfers between accounts, change the allocation of future investments, change the contract address of record, request elective step-up on certain optional riders, and/or to request surrenders to the extent authorized in the prospectus]. RiverSource Life will use reasonable procedures to confirm that these instructions are authorized and genuine. RiverSource Life and I/we agree that these transactions will be made in accordance with procedures specified in the current prospectus for my RiverSource Life variable product.

This authorization is valid until I/we cancel it in writing. However, RiverSource Life may, without notice, cancel or suspend this authorization or certain transactions at any time.

I/we agree to hold harmless and indemnify RiverSource Life and its affiliates, including each of their directors, officers, employees and agents, for any loss, liability or expense arising from such instructions.]

8.

[CHECK "YES" IF YOU WISH TO ALLOW YOUR AGENT TO MAKE TRANSACTIONS FOR YOU.]

9.

↓PRINTS ONLY IF TAXQUALIFIED↓

[Since this annuity contract will be used to fund a tax-deferred retirement plan, please read and complete the information requested.

9.a.

- [I have received a copy of "A guide for investors" and understand it's contents, including the Commonly Asked Questions section, which contains information about using an annuity to fund a tax-deferred retirement plan.] I understand that an annuity generally has a tax deferral feature provided by the Internal Revenue Code. However, I further understand that if I purchase an annuity to fund a retirement plan that is already tax-deferred, any tax deferral benefits will be provided by the retirement plan and that my annuity will not provide any necessary or additional tax-deferral benefits.
- I further acknowledge that RiverSource Life Insurance Company assumes no responsibility for any tax consequences and/or penalties that may result from my contributions to or distributions from this annuity or that may result from any related transaction or conversion.
- IRA Applicants Only: I acknowledge receiving a copy of "Your Guide to IRAs" and understand its contents.
- I acknowledge reviewing the costs of my annuity, including surrender and other charges, and have decided that the benefits of purchasing this annuity outweigh its costs for one or more of the following reasons (check all that apply to your particular situation.):

- Ability to transfer among multiple investment options without additional charges
- Access to asset rebalancing without cost
- Access to dollar-cost-averaging without cost
- Access to enhanced death benefits
- Access to enhanced living benefits
- Access to multiple investment managers
- Availability of annuity payment plan options for retirement income or to simplify taxqualified required minimum distributions
- Availability of subaccount transactions without cost
- Availability of surrender charge waivers for nursing home confinement, hospitalization and terminal illness
- Avoiding the cost and delays of probate and estate settlement in certain circumstances
- Death benefit guarantees
- Guaranteed lifetime income payout rates

SIGN ON PAGE [X] AND RETURN TO RIVERSOURCE LIFE INSURANCE COMPANY

9.b.

↓PRINTS IF PRODUCT INCLUDES THE FIXED ACCOUNT↓

Access to a guaranteed interest rate in the fixed account

↓PRINTS IF GPAs ALLOWED IN STATE↓

Access to multi-year interest rate guarantees

↓PRINTS ONLY FOR SIGNATURE ONE SELECT AND BUILDER SELECT↓

Access to purchase payment credits]

Acknowledgements and Agreements:

10.a.

[SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number, and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. citizen or other U.S. person (defined in the instructions for Form W-9)
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
 - An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7)

Form W-9 instructions are available upon request or on www.irs.gov.

Certification Instructions. You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.]

I hereby represent this information to be true to the best of my knowledge and belief and agree that:

- If joint spousal owners are named, ownership will be in joint tenancy with right of survivorship unless prohibited by the state in which death benefit settlement occurs or specified otherwise in writing to RiverSource Life and acknowledged in writing by RiverSource Life.

10.b.i.

• ↓PRINTS IF NON NAIC REPLACEMENT STATE, NON REPLACEMENT↓

[I affirm that this annuity is not a replacement of one or more annuity or life insurance contracts.]

10.b.ii.

• ↓PRINTS IF NON NAIC REPLACEMENT STATE, REPLACEMENT↓

[I affirm that this annuity is a replacement of one or more annuity or life insurance contracts, and that state replacement forms were read, completed, signed and sent to RiverSource Life in advance.]

10.b.iii.

• ↓PRINTS IF NAIC REPLACEMENT STATE, NON REPLACEMENT↓

[I affirm that either (a) I do not have any existing annuity or insurance contracts or (b) My agent has read aloud or I have read and received the [Important Notice: Replacement of Life Insurance and Annuity] form, and (i) I am not considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer or otherwise terminating my existing contracts and (ii) I am not considering using funds from my existing contracts to pay premiums due on the new contract.]

SIGN ON PAGE [X] AND RETURN TO RIVERSOURCE LIFE INSURANCE COMPANY

↓PRINTS IF NAIC REPLACEMENT STATE, REPLACEMENT↓

10.b.iv.

[I affirm that this annuity is a replacement of one or more annuity or life insurance contracts, and that the [Important Notice: Replacement of Life Insurance and Annuity] was read, completed, signed and sent to RiverSource Life in advance.]

• ↓PRINTS IF NONQUALIFIED↓

10.c.

[Tax law requires that all non-qualified deferred annuity contracts issued by the same company, to the same contract owner, during the same calendar year are to be treated as a single, unified contract. The amount of income included and taxed in a distribution (or a transaction deemed a distribution under tax law) taken from any one of such contracts is determined by summing all such contracts together.]

• ↓PRINTS IF TAXQUALIFIED↓

[I/we have read and understood the disclosures listed above for tax deferred retirement plans.]

• ↓PRINTS IF IRA↓

10.d.

[I/we acknowledge receipt of ["A Guide to Your RiverSource Life IRA"].]

I/we acknowledge receipt of RiverSource Life Insurance Company's [Privacy Notice].

10.e.

I/we acknowledge receipt of the [Product Disclosure] [and the Military Disclosure Form].

I/we acknowledge receipt of my annuity contract.

I/we acknowledge receipt of the current prospectus for the variable annuity.

↓PRINTS FOR ALL APPLICATION STATES↓

I/we understand that earnings and values, when based on the investment experience of a variable fund, portfolio, account or subaccount, are not guaranteed and may both increase or decrease.

10.f.

↓PRINTS IF PRODUCT PURCHASED HAS GPAs AVAILABLE IN THE APPLICATION STATE↓

[Allocations and transfers to Guarantee Period Account(s) are subject to market value adjustments prior to the dates specified in the contract.]

10.g.

↓PRINTS IF APPLICATION STATE IS FLORIDA↓

[For Florida applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

10.h.

[The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.]

Owner Signature

Date

Joint Owner Signature (if applicable)

Date

SIGN ABOVE AND RETURN TO RIVERSOURCE LIFE INSURANCE COMPANY

RiverSource Life Insurance Company

829 Ameriprise Financial Center
Minneapolis, MN 55474



New Business Subaccount Funds Allocation

Owner's Social Security Number or Taxpayer Identification Number

Agent name

Investment Options	Initial	DCA	
		From	To
Fixed Account			
RVSL Regular Fixed Account (not available with Contract Option C)	___%	___%	N/A
6 month Special DCA Fixed Account	___%	___%	N/A
12 month Special DCA Fixed Account	___%	___%	N/A
Guarantee Period Accounts (GPAs) (\$1,000 minimum per GPA)			
1 Year Guarantee Period Account	___%	N/A	N/A
2 Year Guarantee Period Account	___%	N/A	N/A
3 Year Guarantee Period Account	___%	N/A	N/A
4 Year Guarantee Period Account	___%	N/A	N/A
5 Year Guarantee Period Account	___%	N/A	N/A
6 Year Guarantee Period Account	___%	N/A	N/A
7 Year Guarantee Period Account	___%	N/A	N/A
8 Year Guarantee Period Account	___%	N/A	N/A
9 Year Guarantee Period Account	___%	N/A	N/A
10 Year Guarantee Period Account	___%	N/A	N/A
AIM V.I.			
Capital Appreciation Fund, Series II Shares	___%	___%	___%
Capital Development Fund, Series II Shares	___%	___%	___%
Global Health Care Fund, Series II Shares	___%	___%	___%
International Growth Fund, Series II Shares	___%	___%	___%
AllianceBernstein VPS			
Global Thematic Growth Portfolio (Class B)	___%	___%	___%
Growth and Income Portfolio (Class B)	___%	___%	___%
International Value Portfolio (Class B)	___%	___%	___%
American Century® VP			
Mid Cap Value, Class II	___%	___%	___%
Ultra®, Class II	___%	___%	___%
Value, Class II	___%	___%	___%

Investment Options	Initial	DCA	
		From	To
Columbia			
High Yield Fund, Variable Series, Class B	___%	___%	___%
Marsico Growth Fund, Variable Series, Class A	___%	___%	___%
Marsico International Opportunities Fund, Variable Series, Class B	___%	___%	___%
Small Cap Value Fund, Variable Series, Class B	___%	___%	___%
Credit Suisse Trust			
Commodity Return Strategy Portfolio	___%	___%	___%
Dreyfus VIF			
International Equity Portfolio, Service Share Class	___%	___%	___%
International Value Portfolio, Service Share Class	___%	___%	___%
Eaton Vance VT			
Floating-Rate Income Fund	___%	___%	___%
Fidelity® VIP			
Contrafund® Portfolio Service Class 2	___%	___%	___%
Investment Grade Bond Portfolio Service Class 2	___%	___%	___%
Mid Cap Portfolio Service Class 2	___%	___%	___%
Overseas Portfolio Service Class 2	___%	___%	___%
Franklin Templeton VIP Trust			
Franklin Income Securities Fund – Class 2	___%	___%	___%
Templeton Global Income Securities Fund – Class 2	___%	___%	___%
Templeton Growth Securities Fund – Class 2	___%	___%	___%
Goldman Sachs VIT			
Mid Cap Value Fund-Institutional Shares	___%	___%	___%
Structured U.S. Equity Fund-Institutional Shares	___%	___%	___%
Janus Aspen Series			
Large Cap Growth Portfolio: Service Shares	___%	___%	___%
Legg Mason Partners Variable			
Small Cap Growth Portfolio, Class I	___%	___%	___%
MFS®			
Total Return Series – Service Class	___%	___%	___%
Utilities Series – Service Class	___%	___%	___%
Oppenheimer			
Capital Appreciation Fund/VA, Service Shares	___%	___%	___%
Global Securities Fund/VA, Service Shares	___%	___%	___%
Main Street Small Cap Fund/VA, Service Shares	___%	___%	___%
Strategic Bond Fund/VA, Service Shares	___%	___%	___%
PIMCO VIT			
All Asset Portfolio, Advisor Share Class	___%	___%	___%

4.

4.

Investment Options	Initial	DCA	
		From	To
RiverSource Variable Series Trust			
RiverSource Partners VP			
Fundamental Value Fund	___%	___%	___%
Select Value Fund	___%	___%	___%
Small Cap Value Fund	___%	___%	___%
RiverSource VP			
Cash Management Fund	___%	___%	___%
Diversified Bond Fund	___%	___%	___%
Diversified Equity Income Fund	___%	___%	___%
Global Inflation Protected Securities Fund	___%	___%	___%
Growth Fund	___%	___%	___%
High Yield Bond Fund	___%	___%	___%
Income Opportunities Fund	___%	___%	___%
Large Cap Equity Fund	___%	___%	___%
Mid Cap Value Fund	___%	___%	___%
S&P 500 Index Fund	___%	___%	___%
Short Duration U.S. Government 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 Small Cap	___%	___%	___%
U.S. Smaller Companies	___%	___%	___%
TOTAL (allocations must equal 100%)	_____%	_____%	_____%

4.

4.

401(a) Annuity Endorsement

For purposes of qualifying this Contract as an investment of a qualified Plan, this annuity endorsement is made part of the Contract to which it is attached. This endorsement and Contract are not intended to serve as, or replace, the Plan document. It modifies certain provisions of this Contract by adding the following provisions. All Contract provisions apply except as described or modified in this endorsement. If there is any conflict between Contract, including any attached riders, or Plan provisions and endorsement provisions, the endorsement provisions take precedence.

DEFINITIONS

Annuitant

The Annuitant of this Contract shall be the applicable participant under the Plan.

Beneficiary

The Beneficiary of this Contract shall be the trustee of the trust established in connection with the Plan, subject to change of ownership rules.

Code

The Internal Revenue Code of 1986, as amended, the regulations thereunder and/or promulgations of the Internal Revenue Service, as applicable.

Contract

When used in this endorsement, Contract means the annuity contract or annuity certificate.

Plan

A retirement plan qualified under section 401(a) of the Code and formed through a separate written plan document. This contract is intended to be an asset of the Plan.

Required Beginning Date

Your Required Beginning Date is the April 1 of the calendar year following the later of the calendar year in which the Annuitant attains age 70½ or the calendar year in which the Annuitant retires from employment with the employer maintaining the Plan.

In the case of an annuitant who is a 5 percent owner, the term Required Beginning Date means April 1 of the calendar year following the calendar year in which the Annuitant attains age 70½.

You and Your

The Contract owner. The Contract owner for this purpose shall be the trustee of the trust established in connection with the Plan, subject to change of ownership rules.

OWNERSHIP

Change of Ownership

The benefits under this Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than as may be required or permitted under Section 401 of the Code. Notwithstanding the foregoing, ownership of this Contract may be transferred to the Annuitant; or to a qualified successor trustee; or as otherwise permitted under Section 401 of the Code. This restriction shall not apply to a "qualified domestic relations order" as defined in Section 414(p) of the Code.

ANNUITY PAYMENT PLAN PROVISIONS

Change of Annuitization Start Date

You may change the Annuitization Start date shown for this contract. Tell us the new date by written request. In all cases, the latest Annuitization Start date is the earlier of:

1. The latest of:
 - (a) April 1 following the calendar year in which the Annuitant attains age 70½;
 - (b) April 1 following the calendar year in which the Annuitant retires from employment with the Plan sponsor; or
 - (c) Such other date which satisfies the minimum distribution requirements under Section 401(a)(9) of the Code;
- or
2. The latest of:
 - (a) The contract anniversary on or preceding the annuitant's 85th birthday; or
 - (b) The 10th contract anniversary; or
 - (c) Such other date as agreed upon by us.

If you select a new Annuitization Start date, it must be at least 30 days after we receive your written request at our corporate office.

Annuity Payment Plans

You can schedule irrevocable annuity payments according to one of the plans (A through E) described in your Contract, or another plan agreed to by us, provided:

- (i) the plan selected provides for payments that satisfy the required minimum distribution rules referenced below;
- (ii) payments are made in periodic payments at intervals of no longer than 1 year;
- (iii) the first required payment must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

For purposes of this section, required distributions are considered to commence on the Annuitant's Required Beginning Date, or if applicable, on the date distributions are required to begin to the Annuitant's surviving spouse. However, if the Annuitant begins receipt of payments pursuant to an irrevocable annuity payment plan that meets the requirements of Section 1.401(a)(9)-6 of the Treasury Regulation, required minimum distributions are considered to commence on the Annuitant's Annuitization Start date.

Required Minimum Distributions

Distributions under this Contract must commence no later than April 1 following the later of the calendar year in which the Annuitant attains age 70½, or the calendar year in which the Annuitant retires from employment with the Plan sponsor. Notwithstanding any provision of this Contract to the contrary, the lifetime distribution of the Contract value shall be made in accordance with the requirements of Section 401(a)(9) of the Code and the regulations thereunder, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-6, Q&A-2 of the Treasury Regulation, the provisions of which are herein incorporated by reference.

This endorsement is effective as of the contract date of this Contract unless a different date is shown here.

RiverSource Life Insurance Company



Secretary

2.

Once payments have commenced over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted.

Distributions must be made in periodic payments at intervals of no longer than one year. In addition, distributions must either be non-increasing or may increase only as provided in Section 1.401(a)(9)-6 of the Treasury Regulation.

Distributions Upon Death Of Annuitant

- (a) If the Annuitant has commenced receiving irrevocable annuity payments according to one of the plans (A through E) described in the Contract, upon the Annuitant's death the remaining portion of the Annuitant's interest will continue to be distributed under the annuity payment plan chosen.
- (b) If the Annuitant has not commenced irrevocable annuity payments according to one of the plans (A through E) described in the Contract, upon the Annuitant's death, the Contract value shall be paid in a lump sum to the beneficiary.

GENERAL PROVISIONS

We reserve the right to modify this Contract, to the extent necessary to permit this Contract to be an investment for a Plan qualified under Section 401(a) of the Code, as amended and all related sections and regulations which are in effect during the term of this Contract.

We shall be under no obligation to determine whether any contribution, deposit, distribution, or transfer under this Contract complies with the provisions, terms, and conditions of the Plan or with any applicable law as to the administration of such Plan.

Variable Annuity Unisex Endorsement

This endorsement is made a part of this contract to which it is attached and changes the following provisions of the contract. As part of an employer-sponsored retirement plan, this contract is issued on a unisex basis. All sex-distinct references in the contract are hereby deleted and replaced with unisex references. The following tables are substituted for those in the Tables of Annuity Rates section of the contract.

Table A - Dollar Amount of First Monthly Variable Annuity Payment Per \$1,000 Applied

Age at Annuity-ization	Beginning In Year	Plan A	Plan B			Plan C	Plan D
		Life Income Non-Refund	Five Years Certain	Life Income with Ten Years Certain	Fifteen Years Certain	Life Income Installment Refund	Joint & Survivor Non-Refund
Age 65	2010	5.92	5.89	5.82	5.71	5.72	5.35
	2015	5.84	5.82	5.76	5.65	5.66	5.30
	2020	5.77	5.75	5.70	5.60	5.61	5.26
	2025	5.71	5.69	5.64	5.55	5.55	5.21
	2030	5.65	5.63	5.59	5.51	5.51	5.18
	2035	5.59	5.58	5.54	5.47	5.46	5.14
Age 75	2010	7.71	7.59	7.24	6.75	7.08	6.60
	2015	7.56	7.45	7.14	6.68	6.97	6.50
	2020	7.41	7.32	7.04	6.62	6.87	6.40
	2025	7.28	7.19	6.94	6.56	6.78	6.32
	2030	7.16	7.08	6.85	6.50	6.69	6.24
	2035	7.04	6.97	6.76	6.45	6.61	6.16
Age 85	2010	11.74	10.89	9.17	7.61	9.65	9.30
	2015	11.39	10.65	9.06	7.58	9.45	9.09
	2020	11.07	10.41	8.96	7.56	9.28	8.89
	2025	10.77	10.19	8.87	7.53	9.11	8.70
	2030	10.50	9.98	8.77	7.51	8.95	8.53
	2035	10.24	9.78	8.67	7.48	8.80	8.37
Age 95	2010	20.07	15.27	10.35	7.82	14.24	14.95
	2015	19.49	15.13	10.34	7.82	14.05	14.63
	2020	18.97	14.97	10.33	7.82	13.87	14.34
	2025	18.48	14.82	10.32	7.81	13.69	14.07
	2030	18.03	14.67	10.31	7.81	13.52	13.82
	2035	17.61	14.53	10.30	7.81	13.37	13.59
Age 100	2010	27.80	17.29	10.49	7.82	18.18	20.51
	2015	27.60	17.28	10.49	7.82	18.14	20.41
	2020	27.41	17.26	10.49	7.82	18.10	20.31
	2025	27.22	17.25	10.49	7.82	18.06	20.22
	2030	27.04	17.24	10.49	7.82	18.02	20.13
	2035	26.86	17.22	10.49	7.82	17.98	20.04

Table A above is based on the "Annuity 2000 Mortality Table", with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any year, age or any combination of year and age not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by us upon request. Amounts shown in the Table below are based on a 5% assumed investment return.

Plan E - Dollar Amount of First Monthly Variable Annuity Payment Per \$1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	10.51	17	7.20	24	5.88
11	9.77	18	6.94	25	5.76
12	9.16	19	6.71	26	5.65
13	8.64	20	6.51	27	5.54
14	8.20	21	6.33	28	5.45
15	7.82	22	6.17	29	5.36
16	7.49	23	6.02	30	5.28

Fixed Dollar annuity payments will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity contract then offered by us to annuitant's in the same class were to be purchased with the surrender value of the contract.

Table B - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per \$1,000 Applied

Age at Annuity-ization	Beginning In Year	Plan A	Plan B			Plan C	Plan D
		Life Income Non-Refund	Five Years Certain	Life Income with Ten Years Certain	Fifteen Years Certain	Life Income Installment Refund	Joint & Survivor Non-Refund
Age 65	2010	4.19	4.18	4.13	4.05	3.86	3.68
	2015	4.12	4.10	4.06	3.99	3.81	3.63
	2020	4.05	4.04	4.00	3.93	3.77	3.58
	2025	3.98	3.97	3.94	3.88	3.72	3.54
	2030	3.92	3.92	3.89	3.83	3.68	3.50
	2035	3.87	3.86	3.84	3.79	3.64	3.46
Age 75	2010	5.98	5.90	5.64	5.21	5.06	4.99
	2015	5.84	5.77	5.53	5.14	4.98	4.89
	2020	5.70	5.64	5.43	5.07	4.90	4.80
	2025	5.57	5.52	5.33	5.01	4.82	4.71
	2030	5.45	5.40	5.24	4.94	4.75	4.63
	2035	5.34	5.30	5.15	4.88	4.69	4.56
Age 85	2010	9.93	9.26	7.72	6.18	7.20	7.71
	2015	9.60	9.02	7.61	6.16	7.05	7.50
	2020	9.30	8.78	7.50	6.13	6.92	7.31
	2025	9.01	8.56	7.40	6.10	6.80	7.13
	2030	8.75	8.35	7.30	6.08	6.68	6.97
	2035	8.51	8.16	7.20	6.05	6.58	6.82
Age 95	2010	18.18	13.86	9.00	6.41	11.10	13.36
	2015	17.63	13.70	8.99	6.41	10.97	13.06
	2020	17.13	13.54	8.98	6.41	10.85	12.78
	2025	16.67	13.38	8.97	6.41	10.74	12.52
	2030	16.24	13.23	8.96	6.41	10.64	12.28
	2035	15.84	13.09	8.95	6.41	10.55	12.06
Age 100	2010	25.92	15.97	9.16	6.42	14.46	18.93
	2015	25.73	15.96	9.16	6.42	14.43	18.83
	2020	25.54	15.95	9.16	6.42	14.41	18.74
	2025	25.36	15.93	9.16	6.42	14.38	18.65
	2030	25.19	15.92	9.16	6.42	14.36	18.56
	2035	25.02	15.91	9.16	6.42	14.33	18.47

Table B above is based on the "Annuity 2000 Mortality Table" at 2.0% annual effective interest rate with 100% Projection Scale G. Annuity Payment rates for any year, age or any combination of year and age not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by us upon request. Amounts shown in the Table below are based on a 2.0% annual effective interest rate.

Plan E - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per \$1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	9.18	17	5.77	24	4.36
11	8.42	18	5.50	25	4.22
12	7.80	19	5.26	26	4.10
13	7.26	20	5.04	27	3.98
14	6.81	21	4.85	28	3.87
15	6.42	22	4.67	29	3.77
16	6.07	23	4.51	30	3.68

This endorsement is issued and effective as of the contract date of this contract.

RiverSource Life Insurance Company


Secretary

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GUARANTEE PERIOD ACCOUNTS ENDORSEMENT

- Market Value Adjustment Feature -

PAYMENTS AND VALUES BASED ON THE GUARANTEE PERIOD ACCOUNTS ARE SUBJECT TO A MARKET VALUE ADJUSTMENT FORMULA, THE OPERATION OF WHICH MAY RESULT IN UPWARD AND DOWNWARD ADJUSTMENTS IN AMOUNTS SURRENDERED, TRANSFERRED OR APPLIED TO AN ANNUITY PAYMENT PLAN.

This endorsement is made part of the annuity contract to which it is attached. It modifies the contract, including any attached endorsements or optional riders, to describe and make provision for additional accounts available under the contract, called Guarantee Period Accounts, to which You may allocate purchase payments and/or Contract Values. This endorsement is subject to all of the provisions in the annuity contract and any attached endorsement or optional riders that do not conflict with the provisions of this endorsement. If there is any conflict between the provisions of the contract, including any attached endorsement or optional rider, and this endorsement, the Guarantee Period Accounts endorsement provisions take precedence.

DEFINITIONS

Guarantee Period Accounts

Guarantee Period Accounts are a separate account to which You may allocate purchase payments and Contract Values. We have established various accounts that have different time periods with guaranteed interest rates that vary by the length of the time period.

Market Value Adjustment

A Market Value Adjustment is a positive or negative adjustment assessed if any portion of a Guarantee Period Account is surrendered, transferred or applied to an annuity payment plan other than within the 30-Day time period ending on the last Day of the guarantee period. Exceptions are provided under the Market Value Adjustment Provision.

GUARANTEE PERIOD ACCOUNTS

The Guarantee Period Accounts are part of a nonunitized segregated asset account ("separate account"). We have established the separate account for the purpose of facilitating accounting and investment processes which We undertake in offering guaranteed interest for time periods You can select from those that are available. This separate account may not be charged with liabilities from any other separate account or Our general account. We back the principal and interest guarantees relating to the Guarantee Period Accounts. The minimum purchase payment allocation or transfer into any Guarantee Period Account is shown under Contract Data.

The number and duration of Guarantee Period Accounts that We offer may vary over time, and We reserve the right to discontinue offering Guarantee Period Accounts. We declare and guarantee an interest rate for the entire time period of each Guarantee Period Account when You make an allocation or transfer to a Guarantee Period Account. We credit interest to Contract Values in the Guarantee Period Accounts daily. The period You select will determine the applicable interest rate that will be payable for the guarantee period. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Refer to the Transfers of Contract Values section for detailed transfer rules.

For each individual Guarantee Period Account, a Market Value Adjustment will not be applicable during the 30-Day time period ending on the last Day of the specified Guarantee Period Account's guarantee period. During this 30-Day window You may choose to do the following without a Market Value Adjustment:

1. transfer value from the specified Guarantee Period Account to:
 - one or more Guarantee Period Accounts, subject to the minimum transfer limitations shown under Contract Data and the time periods We then offer, or
 - the Regular Fixed Account, subject to the transfer limitations shown under Contract Data, or
 - any of the variable subaccounts; or
2. surrender the value from the specified Guarantee Period Account, subject to applicable surrender provisions; or
3. surrender this contract for the full surrender value, subject to applicable surrender provisions; (If You have multiple Guarantee Period Accounts with different end dates, a Market Value Adjustment will apply to any Guarantee Period Account surrendered outside of its 30-Day window.); or

4. apply Your Contract Value after any rider charges have been deducted, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision, to an annuity payment plan. (If You have multiple Guarantee Period Accounts with different end dates, a Market Value Adjustment will apply to any Guarantee Period Account applied to an annuity payment plan outside of its 30-Day window.)

We will notify You in writing at least 30 Days before the end of any guarantee period. If We do not receive any instructions by the end of Your guarantee period We will automatically transfer the value into a Guarantee Period Account with the shortest time period We then offer. If no Guarantee Period Accounts are offered, We will transfer the value to the Regular Fixed Account, if available. If the Regular Fixed Account is not available, We will transfer the value to the money market or cash management variable subaccount We designate.

Market Value Adjustment (MVA)

With respect to the Guarantee Period Accounts, any amount surrendered, transferred or applied to an annuity payment plan prior to the end of that guarantee period may be subject to an MVA. The MVA will be calculated by multiplying the amount surrendered, transferred or applied to an annuity payment plan by the formula described below:

$$\text{Amount} \times \left(\left(\frac{1+i}{1+j+m} \right)^{n/12} - 1 \right)$$

- Where: i = rate earned in the account from which funds are being transferred, surrendered or applied to an annuity payment plan
- j = current rate for a new guarantee period* equal to the remaining time period (rounded up to the next year) in the current guarantee period
- n = number of months remaining in the current guarantee period (rounded up to the next month)
- m = MVA Risk Factor shown under Contract Data

* If no Guarantee Period Accounts are offered, we will continue to set current rates using the same methodology used to set rates at the time Guarantee Period Accounts are discontinued.

There will be no MVA in the following situations:

1. death benefit;
2. amounts deducted to pay fees or charges;
3. amounts surrendered, transferred or applied to an annuity payment plan from the Guarantee Period Accounts within the 30-Day time period ending on the last Day of the guarantee period;
4. amounts transferred automatically under an asset allocation program, and
5. amounts surrendered under contract provisions that waive surrender charges for Hospital or Nursing Home Confinement and Terminal Illness Disability Diagnosis.

CONTRACT PROVISION MODIFICATIONS

Because of the addition of the Guarantee Period Accounts to Your contract, to the extent You choose to allocate purchase payments or Contract Values to Guarantee Period Accounts, several contract provisions are hereby modified by adding paragraphs to the provisions as described below.

Notice of Your right to examine this contract for ten days.

If the amount refunded to You under this provision is based on Contract Value, such value shall include any positive or negative MVA.

Reports to Owner

This statement will also show the surrender value prior to an MVA and any MVA amount.

Spouse's Option to Continue Contract

Upon spousal continuation the Contract Value shall be equal to the death benefit that would otherwise have been paid without regard to the full surrender value.

Death Benefit Before the Annuitization Start Date

Prior to the Annuitization Start Date, the death benefit payment will never be less than the full surrender value.

Payment Limits

Additional Purchase Payments - The minimum purchase payment for a Guarantee Period Account is shown under Contract Data.

Interest Credited

Amounts transferred from the Special DCA Fixed Account to the Guarantee Period Accounts, through transfers to an asset allocation model, will begin earning interest at the current crediting rate for the Guarantee Period Accounts on the transfer date.

Contract Value

The Contract Value definition and provision is modified to add Contract Value in the Guarantee Period Accounts. Any amounts transferred from any Guarantee Period Account are added to the Contract Value in the receiving account. Any amounts transferred to any Guarantee Period Account are subtracted from the transferring account.

Contract Value in the Guarantee Period Accounts

The Contract Value in Guarantee Period Accounts at any time will be:

1. the sum of the purchase payments and any purchase payment credits allocated to the Guarantee Period Accounts, plus interest credited; plus
2. any amounts transferred to the Guarantee Period Accounts, plus interest credited; less
3. any amounts transferred from the Guarantee Period Accounts; less
4. any amounts deducted from the Guarantee Period Accounts for surrenders, contract administrative charges or any rider charges.

Transfers of Contract Values

Transfers to Guarantee Period Accounts:

Subject to other Contract Value transfer rules and limits including transfers to and from the Regular Fixed Account, You may transfer values to the Guarantee Period Accounts. Guarantee Period Accounts may not be included in any dollar cost averaging arrangement other than transfers from the Special DCA Fixed Account to an asset allocation model that contains Guarantee Period Accounts. Transfers from the Special DCA Fixed Account to Guarantee Period Accounts outside of an asset allocation model are not allowed.

The minimum amount that may be transferred to a Guarantee Period Account is shown under Contract Data.

Transfers from Guarantee Period Accounts:

You may transfer values from any Guarantee Period Accounts, anytime after 60 Days of the date of the payment allocation or transfer allocation into such Guarantee Period Account. Any amounts transferred prior to the 30-Day window at the end of the applicable guarantee period will include an MVA. If a transfer to the Regular Fixed Account is made, no transfers from a variable subaccount or Guarantee Period Account to the Regular Fixed Account may be made for six months after such a transfer. Transfers to the Regular Fixed Account are subject to other restrictions as stated in Your contract.

You may not transfer values from any Guarantee Period Account into the Special DCA Fixed Account. If You terminate automated transfers from the Special DCA Fixed Account, no transfers may be made from any Guarantee Period Account to the Regular Fixed Account for six months after termination.

We reserve the right to not accept transfers to or from the Guarantee Period Accounts.

Rules for Surrender

For surrenders from the Guarantee Period Accounts, the amount surrendered, less any charges, will be paid to You within seven Days of the receipt of Your Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

Surrender Value

The full surrender value at any time is modified to add any positive or negative MVA.

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge and any positive or negative MVA, will equal the amount You requested.

Surrender Charge

When we determine Your surrender charge, the amount the Contract Value is reduced by the surrender (PS) and the Contract Value prior to the surrender (CV) include any positive or negative MVA on amounts being surrendered. In the definition of "contract earnings," Contract Value includes any positive or negative MVA on amounts being surrendered.

Annuity Payment

The amount applied to an annuity payment plan will include any positive or negative MVA on the Annuitization Start Date.

Allocation of Contract Values to Provide Fixed and Variable Payments

The Guarantee Period Accounts are not available on and after the Annuitization Start Date.

Effective Date

This endorsement is issued and effective as of the contract date of the contract unless a different date is shown here.

Termination Provision

Termination of the contract for any reason will terminate the endorsement.

RiverSource Life Insurance Company

2.  Secretary

Annuity Endorsement

Individual Retirement Annuity (IRA) Contracts

Maintained as a Roth IRA

For purposes of qualifying this Contract as an Individual Retirement Annuity maintained as a Roth IRA under the Code, this annuity endorsement is made part of the annuity Contract to which it is attached. It modifies certain provisions of this Contract by adding the following provisions. All Contract provisions apply except as described or modified in this endorsement. If there is any conflict between the Contract, including any attached riders, and endorsement provisions, these endorsement provisions take precedence. Any provisions inconsistent with Code Section 408A and 408(b), the related regulations, or other published guidance will be invalid.

DEFINITIONS

Capitalized terms used herein shall have the same meaning as provided under the Contract.

Contract

When used in this endorsement, Contract means the annuity contract or annuity certificate.

Designated Beneficiary

A Designated Beneficiary is an individual who is designated as a death beneficiary and meets the provisions described in IRS Regulation 1.401(a)(9)-4, titled "Determination of the designated beneficiary."

Required Minimum Distributions

The minimum distributions that Code Sections 408(b)(3) and 408(a)(6) require to be distributed to the death beneficiary from a Roth IRA.

Roth IRA

A Roth Individual Retirement Annuity described in Code Sections 408A and 408(b).

GENERAL PROVISIONS

This Contract is established for the exclusive benefit of You and Your beneficiaries. Your interest in the Contract is nonforfeitable and nontransferable. Loans are not permitted.

We agree to and reserve the right to modify this Contract and this endorsement to the extent necessary to qualify this Contract as a Roth IRA, as described in Code Sections 408A and 408(b) as amended and all related regulations and other published guidance which are in effect during the term of this Contract.

Annual Reports

We will furnish annual calendar year reports concerning the annuity. You agree to provide Us with all information necessary to prepare any reports We are required to provide under the Code.

PURCHASE PAYMENTS/CONTRIBUTIONS

All purchase payments/contributions must be in cash. This Contract does not require fixed purchase payments.

Maximum permissible annual contribution and restrictions on kinds of contributions

(a) Except in the case of a rollover contribution, conversion, transfer (as described below), the total of such contributions shall not exceed the lesser of Your compensation for the year or, if You are under age 50, \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost of living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

(b) If You are 50 or older, the annual cash contribution limit described above is increased by \$1,000 for any taxable year beginning in 2008 and years thereafter.

(c) If You currently participate in a SIMPLE IRA plan, Your employer cannot make contributions (made pursuant to the terms of Your employer's SIMPLE IRA plan) to this Contract. Also, You cannot convert funds attributable to contributions made by Your employer under its SIMPLE IRA plan prior to the expiration of the 2 year period beginning on the date You first participated in Your employer's SIMPLE IRA plan.

(d) If You make regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all of Your Roth IRAs for that taxable year is reduced by the regular contributions made to Your nonRoth IRAs for the taxable year.

In addition, Your maximum contribution amount is phased out ratably between certain levels of modified adjusted gross income ("modified AGI"). Your IRA disclosure statement, "Your Guide to IRAs," describes these income limits. Contributions to a Roth IRA are not deductible.

Other Permitted Contributions

(a) IRA Conversions. A qualified rollover contribution (conversion) is a rollover contribution from a non-Roth IRA that meets the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA. For rollovers occurring prior to January 1, 2010, a qualified rollover contribution (conversion) from a nonRoth IRA to this Roth IRA, cannot be made for the year the amount is distributed from the nonRoth IRA, if:

- (i) you are married and file a separate return;
- (ii) you are not married and have modified AGI in excess of \$100,000;
- (iii) you are married and together you and your spouse have modified AGI in excess of \$100,000;
- (iv) your rollover contribution is from a SIMPLE IRA and the two year restriction period has not been satisfied.

(b) Recharacterizations: A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the annual contribution limits.

(c) Designated Roth Rollovers: You may roll over Your designated Roth account from Your 401(k) plan or 403(b) plan to this Contract. This type of rollover is not considered a contribution subject to the contribution limit described above.

(e) Qualified Plan (under Code Sections 401(a), 403(b) or 457(b)) Conversions: Beginning in 2008, You may convert Your pre-tax account held in an eligible plan to this Contract. This type of conversion is not considered a contribution subject to the contribution limit described above.

(f) Roth IRA Transfers: You may transfer amounts You hold in other custodial or annuity Roth IRAs directly to this Contract. You may take a distribution from another Roth IRA and roll the proceeds into this Contract within 60 days. Such transfers and rollovers will not be included in the contribution limit described above. A direct transfer is not subject to the one-rollover-per-year rule of Section 408(d)(3)(B) but an indirect rollover is subject to the one-rollover-per-year limitation.

Excess Contributions

If You notify Us in writing that a contribution has been made for any tax year in excess of the amount of contributions permitted under Code section 219, We will, following receipt of such notice, distribute such excess contribution (and any net income, if required) to You as a partial surrender. Excess contributions may be subject to a penalty tax if not timely removed.

ANNUITY PAYMENT PLAN PROVISIONS

Change of Annuitization Start Date

You may change the Annuitization Start date shown for this Contract. Tell Us the new date by written request.

If You select a new Annuitization Start date, it must be at least 30 days after We receive Your written request at Our corporate office.

Annuity Payment Plans for Contract Owners

You can schedule receipt of irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, or another plan agreed to by Us, provided:

- (i) the plan selected provides for payments over Your life or the lives of You and Your Designated Beneficiary and/or the plan selected provides for a period certain not extending beyond Your life expectancy or the joint and last survivor expectancy of You and Your Designated Beneficiary;
- (ii) payments are made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or increasing only as provided in Q&As 1, 4 and 14 of Section 1.401(a)(9)-6 of the Income Tax Regulations;
- (iii) the plan selected satisfies the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6; and
- (iv) the first required payment must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

REQUIRED MINIMUM DISTRIBUTIONS

No amount is required to be distributed from this Contract prior to Your death. However, if You commence irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, then required distributions are considered to commence on Your Annuitization Start Date.

DISTRIBUTIONS UPON DEATH

(a) If You have commenced irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, upon Your death, the remaining portion of Your interest will continue to be distributed under the annuity payment plan chosen.

(b) If You have not commenced irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, upon Your death, in lieu of receiving a lump sum, Your Designated Beneficiary may receive payments under one of the following options:

1. Annuity Payment Plan for Beneficiaries

Payments may be made under one of the irrevocable annuity payment plans (A through E) described in Your Contract, provided:

- (i) Your beneficiary elects the plan within 60 days after We receive all administrative requirements, including due proof of death;
- (ii) the plan provides payments over a period which does not exceed the life or life expectancy of Your beneficiary and the plan selected provides for a period certain not extending beyond the life expectancy of Your beneficiary;
- (iii) if Your beneficiary is Your surviving spouse, payments irrevocably commence by the later of December 31 of the year following the year of Your death or December 31 of the year You would have attained age 70½; and
- (iv) if Your beneficiary is someone other than Your surviving spouse, payments irrevocably commence no later than December 31 of the year following the year of Your death.

2. Alternative Payment Plans

If, upon Your death Your beneficiary does not wish to elect one of the irrevocable annuity payment plans (A through E) described in the Contract, in lieu of distributing Your entire interest in a lump sum, Your Designated Beneficiary may choose to receive payments according to an alternative plan as agreed to by Us provided:

- (i) Your beneficiary elects the plan within 60 days after We receive all administrative requirements, including due proof of death;
- (ii) the entire interest must be distributed according to the provisions in IRS Regulation 1.401(a)(9)-3, titled “Death before required beginning date,” as modified by IRS Regulation 1.408-8, titled “Distribution requirements for individual retirement plans.”
- (iii) If Your beneficiary is a Designated Beneficiary, his or her life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the IRS Regulations.
- (iv) If Your beneficiary is not a Designated Beneficiary, Your entire interest must be distributed according to the provisions in IRS Regulation 1.401(a)(9)-4, “Determination of the designated beneficiary” and 1.401(a)(9)-3 titled “Death before required beginning date” as modified by IRS Regulation 1.408-8, titled “Distribution requirements for individual retirement plans.”

If Your beneficiary elects this option, Your beneficiary will receive information explaining his or her rights under the Contract.

3. Sole Spouse Beneficiary Option

If Your surviving spouse meets the eligibility requirements in the Contract for surviving spouses to continue the Contract and elects to do so, Your surviving spouse may designate this Roth IRA as his or her own or as an Inherited Roth IRA. If Your surviving spouse designates this Roth IRA as an Inherited Roth IRA, he or she may elect later to treat it as his or her own to the extent permitted under the Code. However, if Your surviving spouse dies while this Contract is in Inherited Roth IRA status, his or her spouse will not be eligible to continue the Contract.

An election to treat the Roth IRA as his or her own will be deemed (under the Code) to have been made if such surviving spouse makes a contribution to the Roth IRA or fails to take Required Minimum Distributions as a beneficiary. Upon notification from Your surviving spouse, We will retitle the Roth IRA consistent with his or her actual or deemed election.

Designating a Beneficiary

If the death benefit under this Contract becomes payable to Your beneficiary, Your beneficiary shall have the right to name a beneficiary. Any such request from Your beneficiary must be made on a form satisfactory to Us.

INHERITED ROTH IRA

If this Contract is issued to the death beneficiary of an eligible retirement plan, then this endorsement is intended to qualify the Contract as an Inherited Roth IRA under the Code and the following special rules apply. No additional contributions are permitted to this Inherited Roth IRA except for a rollover from another eligible retirement plan maintained for the same deceased owner or plan participant. If You are the surviving spouse of the deceased owner or plan participant, You may treat this Inherited Roth IRA as Your own IRA subject to the restrictions in Subsection b.3 of the “Distributions Upon Death” provisions above. Payments from this Inherited Roth IRA must meet the Required Minimum Distribution requirements set forth in Subsection b.1 or b.2 of the “Distributions Upon Death” provisions above. Upon Your death, the Required Minimum Distributions for Your beneficiary will be based on Your remaining life expectancy calculated as if You had not died.

Endorsement Effective Date

This endorsement is effective as of the date the Contract is issued or the date the Contract is endorsed, whichever is later.

RiverSource Life Insurance Company



Secretary

2

Annuity Endorsement

Individual Retirement Annuity (IRA) Contracts

Maintained as a SIMPLE IRA

For purposes of qualifying this Contract as an SIMPLE Individual Retirement Annuity under the Code, this annuity endorsement is made part of the annuity Contract to which it is attached. It modifies certain provisions of this Contract by adding the following provisions. All Contract provisions apply except as described or modified in this endorsement. If there is any conflict between the Contract, including any attached riders, and endorsement provisions, these endorsement provisions take precedence. Any provisions inconsistent with Code Section 408(b), the related regulations, or other published guidance will be invalid.

DEFINITIONS

Capitalized terms used herein shall have the same meaning as provided under the Contract.

Contract

When used in this endorsement, Contract means the annuity contract or annuity certificate.

Designated Beneficiary

A Designated Beneficiary is an individual who is designated as a death beneficiary and meets the provisions described in IRS Regulation 1.401(a)(9)-4, titled "Determination of the designated beneficiary."

Required Beginning Date

Your Required Beginning Date is the first day of April following the calendar year You reach age 70½.

Required Minimum Distributions

The minimum distributions that Code Sections 408(b)(3) and 408(a)(6) require to be distributed from an IRA.

SIMPLE IRA

An Individual Retirement Annuity described in Code Sections 408(b) and 408(p).

GENERAL PROVISIONS

This Contract is established for the exclusive benefit of You and Your beneficiaries. Your interest in this Contract is nonforfeitable and nontransferable. Loans are not permitted.

We agree to and reserve the right to modify this Contract and endorsement to the extent necessary to qualify this Contract as a SIMPLE IRA, as described in Code Sections 408(b), 408(p) as amended and all related regulations and other published guidance which are in effect during the term of this Contract.

Rollover and Transfer Restrictions

Prior to the expiration of the 2 year period beginning on the date You first participated in any SIMPLE IRA plan maintained by Your employer, any rollover or transfer by You of funds from this SIMPLE IRA must be made to another SIMPLE IRA You own. Any distribution of funds to You during this 2 year period may be subject to a 25% additional tax if You do not roll over the amount distributed into another SIMPLE IRA. After the expiration of this 2 year period, You may roll over or transfer funds to any IRA You own that is qualified under Code Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

Annual Reports

We will furnish annual calendar year reports concerning the annuity as required under the Code and IRS regulations. You agree to provide Us with all information necessary to prepare any reports We are required to provide under the Code.

We will also furnish Your employer with the summary description required by Code Section 408(1)(2)(B).

PURCHASE PAYMENTS/CONTRIBUTIONS

All purchase payments/contributions must be in cash. This Contract does not require fixed purchase payments.

Maximum permissible annual contributions and restrictions on kinds of contributions.

This Contract will accept only:

(a) Cash contributions made by an employer on Your behalf under a SIMPLE IRA plan that meets the requirements of Code Section 408(p); and

(b) A rollover contribution or a transfer of assets from another SIMPLE IRA owned by You.

Excess Contributions

If You notify Us in writing that a contribution has been made for any tax year in excess of the amount of contributions permitted under Code section 408(p), We will, following receipt of such notice, distribute such excess contribution (and any net income) to You as a partial surrender. Excess contributions may be subject to a penalty tax if not timely removed.

ANNUITY PAYMENT PLAN PROVISIONS

Change of Annuitization Start Date

You may change the Annuitization Start Date shown for this Contract. Tell Us the new date by written request. If You satisfy Your Required Minimum Distribution obligation without annuitizing, refer to the Contract for Your latest permitted Annuitization Start Date. If You satisfy Your entire Required Minimum Distribution obligation by annuitizing, Your latest permitted Annuitization Start Date is Your Required Beginning Date.

If You select a new Annuitization Start Date, it must be at least 30 days after We receive Your written request at Our corporate office.

Annuity Payment Plans for Contract Owners

You can schedule receipt of irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, or another plan agreed to by Us, provided:

- (i) the plan selected provides for payments over Your life or the lives of You and Your Designated Beneficiary and the plan selected provides for a period certain not extending beyond Your life expectancy or the joint and last survivor expectancy of You and Your Designated Beneficiary;
- (ii) payments are made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or increasing only as provided in Q&As 1, 4 and 14 of Section 1.401(a)(9)-6 of the Income Tax Regulations;
- (iii) the plan selected satisfies the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6; and
- (iv) the first required payment must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

For purposes of this section, Required Minimum Distributions are considered to commence on Your Required Beginning Date, or if applicable, on the date distributions are required to begin to Your surviving spouse. However, if You begin receipt of payments pursuant to an irrevocable annuity payment plan that meets the requirements of Section 1.401(a)(9)-6, Required Minimum Distributions are considered to commence on Your annuity starting date.

In the event that You have chosen an irrevocable payment plan that does not satisfy Your Required Minimum Distribution requirements, We may allow You to choose an alternative plan agreed to by Us.

REQUIRED MINIMUM DISTRIBUTIONS

Distributions before death must commence no later than 70½.

The lifetime distribution of Your interest in this Contract shall be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder. If distributions are not made in the form of annuity payments that have commenced on an irrevocable basis (except for acceleration), then distribution of Your interest in the IRA must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder. You are solely responsible for ensuring that You receive Your Required Minimum Distributions.

Distributions must generally begin by Your Required Beginning Date.

DISTRIBUTIONS UPON DEATH

(a) If You have commenced irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, upon Your death the remaining portion of Your interest will continue to be distributed under the annuity payment plan chosen.

(b) If You have not commenced irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, upon Your death, in lieu of receiving a lump sum, Your designated beneficiary may receive payments under one of the following options:

1. Annuity Payment Plan for Beneficiaries

Payments may be made under one of the irrevocable annuity payment plans (A through E) described in Your Contract, provided:

- (i) Your beneficiary elects the plan within 60 days after We receive all administrative requirements, including due proof of death;
- (ii) the plan provides payments over a period which does not exceed the life or life expectancy of Your beneficiary and the plan selected provides for a period certain not extending beyond the life expectancy of Your beneficiary;

- (iii) if Your beneficiary is Your surviving spouse and Your death occurs prior to Your Required Beginning Date, payments irrevocably commence by the later of December 31 of the year following the year of Your death or December 31 of the year You would have attained age 70½; and
- (iv) if Your beneficiary is someone other than Your surviving spouse, or if Your death occurs on or after Your Required Beginning Date, payments irrevocably commence no later than December 31 of the year following the year of Your death.

2. Alternative Payment Plan

If upon Your death Your beneficiary does not wish to elect one of the irrevocable annuity payment plans (A through E) described in the Contract, in lieu of distributing Your entire interest in a lump sum, Your designated beneficiary may choose to receive payments according to an alternative plan as agreed to by Us provided:

- (i) Your beneficiary elects the plan within 60 days after We receive all administrative requirements, including due proof of death;
- (ii) if You died before Your Required Beginning Date, the entire interest must be distributed according to the provisions in IRS Regulation 1.401(a)(9)-3, titled "Death before required beginning date" as modified by IRS Regulation 1.408-8, titled "Distribution requirements for individual retirement plans."
- (iii) if You died on or after Your Required Beginning Date the entire interest must be distributed according to the provisions in IRS Regulation 1.401(a)(9)-5, titled "Required minimum distributions from defined contribution plans," as modified by IRS Regulation 1.408-8, titled "Distribution requirements for individual retirement plans."
- (iv) If Your beneficiary is a Designated Beneficiary, his or her life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the IRS Regulations.

- (v) If Your beneficiary is not a Designated Beneficiary, Your entire interest must be distributed according to the provisions in IRS Regulation 1.401(a)(9)-4, "Determination of the designated beneficiary" and 1.401(a)(9)-3, titled "Death before required beginning date" or 1.401(a)(9)-5 titled "Required minimum distributions from defined contribution plans" as modified by IRS Regulation 1.408-8, titled "Distribution requirements for individual retirement plans."

If Your beneficiary elects this option, Your beneficiary will receive information explaining his or her rights under the Contract.

3. Sole Spouse Beneficiary Option

If Your surviving spouse meets the eligibility requirements in the Contract for surviving spouses to continue the Contract and elects to do so, Your surviving spouse may designate this IRA as his or her own or as an Inherited IRA. If Your surviving spouse designates this IRA as an Inherited IRA, he or she may elect later to treat it as his or her own to the extent permitted under the Code. However, if Your surviving spouse dies while this Contract is in Inherited IRA status, his or her spouse will not be eligible to continue the Contract.

An election to treat the IRA as his or her own will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary. Upon notification from Your surviving spouse, We will retitle the IRA consistent with his or her actual or deemed election.

Designating a Beneficiary

If the death benefit under this Contract becomes payable to Your beneficiary, Your beneficiary shall have the right to name a beneficiary. Any such request from Your beneficiary must be made on a form satisfactory to Us.

INHERITED SIMPLE IRA

If this Contract is issued to the death beneficiary of an eligible retirement plan, then this endorsement is intended to qualify the Contract as an Inherited SIMPLE IRA under the Code and the following special rules apply. No additional contributions are permitted to this Inherited SIMPLE IRA except for a rollover from another SIMPLE IRA maintained for the same deceased owner. If You are the surviving spouse of the deceased owner, You may treat this SIMPLE IRA as Your own IRA subject to the restrictions in Subsection b.3 of the "Distributions Upon Death" provisions above. Payments from this Inherited SIMPLE IRA must meet the Required Minimum Distribution requirements set forth in Subsection b.1 or b.2 of the "Distributions Upon Death" provisions above. Upon Your death, the Required Minimum Distributions for Your beneficiary will be based on Your remaining life expectancy calculated as if You had not died.

Endorsement Effective Date

This endorsement is effective as of the date the Contract is issued or the date the Contract is endorsed, whichever is later.

RiverSource Life Insurance Company



Secretary

2

Annuity Endorsement

Individual Retirement Annuity (IRA) Contracts Maintained as a Traditional IRA or SEP-IRA

For purposes of qualifying this Contract as an Individual Retirement Annuity maintained as a Traditional IRA or Simplified Employee Pension (SEP) IRA under the Code, this annuity endorsement is made part of the annuity Contract to which it is attached. It modifies certain provisions of this Contract by adding the following provisions. All Contract provisions apply except as described or modified in this endorsement. If there is any conflict between the Contract, including any attached riders, and endorsement provisions, these endorsement provisions take precedence. Any provisions inconsistent with Code Section 408(b), the related regulations, or other published guidance will be invalid.

DEFINITIONS

Capitalized terms used herein shall have the same meaning as provided under the Contract.

Contract

When used in this endorsement, Contract means the annuity contract or annuity certificate.

Designated Beneficiary

A Designated Beneficiary is an individual who is designated as a death beneficiary and meets the provisions described in IRS Regulation 1.401(a)(9)-4, titled "Determination of the designated beneficiary."

Required Beginning Date

Your Required Beginning Date is the first day of April following the calendar year You reach age 70½.

Required Minimum Distributions

The minimum distributions that Code Sections 408(b)(3) and 408(a)(6) require to be distributed from an IRA.

Traditional IRA

An Individual Retirement Annuity described in Code Section 408(b).

SEP-IRA

A Simplified Employee Pension Individual Retirement Annuity used in conjunction with a SEP Plan established by an employer pursuant to Code Sections 408(b) and (k).

GENERAL PROVISIONS

This Contract is established for the exclusive benefit of You and Your beneficiaries. Your interest in the Contract is nonforfeitable and nontransferable. Loans are not permitted.

Traditional IRA

If this Contract is intended to qualify as an Individual Retirement Annuity (IRA), We agree to and reserve the right to modify this Contract and this endorsement to the extent necessary to qualify this Contract as an IRA, as described in Code Sections 408(b) and 219 of the Code, as amended and all related regulations and other published guidance which are in effect during the term of this Contract.

SEP-IRA

If this Contract is intended to qualify as a SEP IRA, We agree to and reserve the right to modify this Contract and endorsement to the extent necessary to qualify this Contract as a SEP IRA as described in Code Sections 408(b) and 408(k), as amended and all related regulations and other published guidance which are in effect during the term of this Contract.

Annual Reports

We will furnish annual calendar year reports concerning the annuity as required under the Code and IRS regulations. You agree to provide Us with all information necessary to prepare any reports We are required to provide under the Code.

PURCHASE PAYMENTS/CONTRIBUTIONS

All purchase payments/contributions must be in cash. This Contract does not require fixed purchase payments.

Maximum permissible annual contribution and restrictions on kinds of contributions

(a) Except in the case of a rollover contribution, conversion or transfer (as described below) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code Section 408(k), the total of such contributions shall not exceed the lesser of Your compensation for the year or, if You are under age 50, \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost of living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

(b) If You are 50 or older, the annual cash contribution limit described above is increased by \$1,000 for any taxable year beginning in 2008 and years thereafter.

(c) If You currently participate in a SIMPLE IRA plan, Your employer cannot make contributions (made pursuant to the terms of Your employer's SIMPLE IRA plan) to this Contract. Also, You cannot transfer or rollover funds attributable to contributions made by Your employer under its SIMPLE IRA plan prior to the expiration of the 2 year period beginning on the date You first participated in Your employer's SIMPLE IRA plan.

(d) If You make regular contributions to both nonRoth IRAs and Roth IRAs for a taxable year, the regular contributions made to Your nonRoth IRAs for the taxable year will reduce the maximum regular contribution that can be made to all of Your Roth IRAs for that taxable year.

Contributions to a Traditional IRA or SEP IRA may be deductible depending on Your modified gross income, Your tax filing status, and whether You or Your spouse are active plan participants, and other factors.

Other Permitted Contributions.

(a) Qualified Plan Rollovers. A qualified plan rollover contribution is a rollover contribution from an eligible employer plan that meets the requirements of Code sections 403(a)(4), 403(b)(8), 408(d)(3) or 457(e)(16).

(b) Recharacterizations: A regular contribution to a Roth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the annual contribution limits.

(c) IRA Transfers: You may transfer amounts You hold in other custodial or annuity non-Roth IRAs to this Contract. You may take a distribution from another non-Roth IRA and roll the proceeds into this Contract within 60 days. Such transfers and rollovers will not be included in the contribution limit described above. A direct transfer is not subject to the one-rollover-per-year rule of Section 408(d)(3)(B) but an indirect rollover is subject to the one-rollover-per-year limitation.

SEP IRA Maximum Purchase Payments

If this Contract is maintained in connection with a Simplified Employee Pension Plan, employer purchase payments for any taxable year may not exceed the limit described in Code Section 402(h).

Annual employer purchase payments to a SEP IRA under a SEP Plan may be made with respect to any taxable year, including the taxable year in which You attain age 70½ or any later year.

Excess Contributions

If You notify Us in writing that a contribution has been made for any tax year in excess of the amount of contributions permitted under Code Section 219, We will, following receipt of such notice, distribute such excess contribution (and any net income, if required) to You as a partial surrender. Excess contributions may be subject to a penalty tax if not timely removed.

ANNUITY PAYMENT PLAN PROVISIONS

Change of Annuitization Start Date

You may change the Annuitization Start Date shown for this Contract. Tell Us the new date by written request. If you satisfy Your Required Minimum Distribution obligation without annuitizing, refer to the Contract for Your latest permitted Annuitization Start Date. If you satisfy Your entire Required Minimum Distribution obligation for this Contract by annuitizing, Your latest permitted Annuitization Start Date is Your Required Beginning Date.

If You select a new Annuitization Start Date, it must be at least 30 days after We receive Your written request at Our corporate office.

Annuity Payment Plans for Contract Owners

You can schedule receipt of irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, or another plan agreed to by Us, provided:

- (i) the plan selected provides for payments over Your life or the lives of You and Your Designated Beneficiary and/or the plan selected provides for a period certain not extending beyond Your life expectancy or the joint and last survivor expectancy of You and Your Designated Beneficiary;
- (ii) payments are made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or increasing only as provided in Q&As 1, 4 and 14 of Section 1.401(a)(9)-6 of the Income Tax Regulations;

- (iii) the plan selected satisfies the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6; and
- (iv) the first required payment must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

For purposes of this section, Required Minimum Distributions are considered to commence on Your Required Beginning Date, or if applicable, on the date distributions are required to begin to Your surviving spouse. However, if You begin receipt of payments pursuant to an irrevocable annuity payment plan that meets the requirements of Section 1.401(a)(9)-6, Required Minimum Distributions are considered to commence on Your annuity starting date.

In the event that You have chosen an irrevocable payment plan that does not satisfy Your Required Minimum Distribution requirements, We may allow You to choose an alternative plan agreed to by Us.

REQUIRED MINIMUM DISTRIBUTIONS

Distributions before death must commence no later than 70½.

The lifetime distribution of Your interest in this Contract must be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder. If distributions are not made in the form of annuity payments that have commenced on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder. You are solely responsible for ensuring that You receive Your Required Minimum Distributions.

Distributions must generally begin by Your Required Beginning Date.

DISTRIBUTIONS UPON DEATH

(a) If You have commenced irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, upon Your death the remaining portion of Your interest will continue to be distributed under the annuity payment plan chosen.

(b) If You have not commenced irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, upon Your death, in lieu of receiving a lump sum, Your designated beneficiary may receive payments under one of the following options:

1. Annuity Payment Plan for Beneficiaries

Payments may be made under one of the irrevocable annuity payment plans (A through E) described in Your Contract, provided:

- (i) Your beneficiary elects the plan within 60 days after We receive all administrative requirements, including due proof of death;
- (ii) the plan provides payments over a period which does not exceed the life or life expectancy of Your beneficiary and the plan selected provides for a period certain not extending beyond the life expectancy of Your beneficiary;
- (iii) if Your beneficiary is Your surviving spouse and Your death occurs prior to Your Required Beginning Date, payments irrevocably commence by the later of December 31 of the year following the year of Your death or December 31 of the year You would have attained age 70½; and
- (iv) if Your beneficiary is someone other than Your surviving spouse, or if Your death occurs on or after Your Required Beginning Date, payments irrevocably commence no later than December 31 of the year following the year of Your death.

2. Alternative Payment Plan

If, upon Your death Your beneficiary does not wish to elect one of the irrevocable annuity payment plans (A through E) described in the Contract, in lieu of distributing Your entire interest in a lump sum, Your designated beneficiary may choose to receive payments according to an alternative plan as agreed to by Us provided:

- (i) Your beneficiary elects the plan within 60 days after We receive all administrative requirements, including due proof of death;
- (ii) if You died before Your Required Beginning Date, the entire interest must be distributed according to the provisions in IRS Regulation 1.401(a)(9)-3, titled “Death before required beginning date” as modified by IRS Regulation 1.408-8, titled “Distribution requirements for individual retirement plans.”
- (iii) if You died on or after Your Required Beginning Date the entire interest must be distributed according to the provisions in IRS Regulation 1.401(a)(9)-5, titled “Required minimum distributions from defined contribution plans,” as modified by IRS Regulation 1.408-8, titled “Distribution requirements for individual retirement plans.”
- (iv) If Your beneficiary is a Designated Beneficiary, his or her life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the IRS Regulations.
- (v) If Your beneficiary is not a Designated Beneficiary, Your entire interest must be distributed according to the provisions in IRS Regulation 1.401(a)(9)-4, “Determination of the designated beneficiary” and 1.401(a)(9)-3, titled “Death before required beginning date” or 1.401(a)(9)-5 titled “Required minimum distributions from defined contribution plans” as modified by IRS Regulation 1.408-8, titled “Distribution requirements for individual retirement plans.”

If Your beneficiary elects this option, Your beneficiary will receive information explaining his or her rights under the Contract.

3. Sole Spouse Beneficiary Option

If Your surviving spouse meets the eligibility requirements in the Contract for surviving spouses to continue the Contract and elects to do so, Your surviving spouse may designate this IRA as his or her own or as an Inherited IRA. If Your surviving spouse designates this IRA as an Inherited IRA, he or she may elect later to treat it as his or her own to the extent permitted under the Code. However, if Your surviving spouse dies while this Contract is in Inherited IRA status, his or her spouse will not be eligible to continue the Contract.

An election to treat the IRA as his or her own will be deemed (under the Code) to have been made if such surviving spouse makes a contribution to the IRA or fails to take Required Minimum Distributions as a beneficiary. Upon notification from Your surviving spouse, We will retitle the IRA consistent with his or her actual or deemed election.

Designating a Beneficiary

If the death benefit under this Contract becomes payable to Your beneficiary, Your beneficiary shall have the right to name a beneficiary. Any such request from Your beneficiary must be made on a form satisfactory to Us.

INHERITED TRADITIONAL IRA

If this Contract is issued to the death beneficiary of an eligible retirement plan, then this endorsement is intended to qualify the Contract as an Inherited Traditional IRA under the Code and the following special rules apply. No additional contributions are permitted to this Inherited Traditional IRA except for a rollover from another eligible retirement plan maintained for the same deceased owner or plan participant. If You are the surviving spouse of the deceased owner or plan participant, You may treat this Inherited Traditional IRA as Your own IRA subject to the restrictions in Subsection b.3 of the “Distributions Upon Death” provisions above. Payments from this Inherited Traditional IRA must meet the Required Minimum Distribution requirements set forth in Subsection b.1 or b.2 of the “Distributions Upon Death” provisions above. Upon Your death, the Required Minimum Distributions for Your beneficiary will be based on Your remaining life expectancy calculated as if You had not died.

Endorsement Effective Date

This endorsement is effective as of the date the Contract is issued or the date the Contract is endorsed, whichever is later.

RiverSource Life Insurance Company



Secretary

2

RETURN OF PURCHASE PAYMENT DEATH BENEFIT RIDER

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit of this rider using the age or life of the Owner.

The Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, to which this rider is attached is hereby deleted and replaced with the following.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this rider is in force, then We will pay the beneficiary the greater of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment (ROPP) Value.

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition: "Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount Your Contract Value is reduced by the partial surrender
- b** = the ROPP value on the date of (but prior to) the partial surrender
- c** = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value Definition:

If the rider is effective on the Contract Date, the ROPP value is established as the total purchase payments and any purchase payment credits. If the rider is effective on a Contract Anniversary, the ROPP value is established as the Contract Value on the later of that anniversary and the Valuation Date we receive your written request to add the rider. Adjustments are made to the ROPP value in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

A = the Contract Value on that date after any rider charges have been deducted, and

B = the ROPP value on that date (but prior to the reset).

Rider Charges

An Optional Death Benefit Rider Fee for this rider is included in the Annual Mortality and Expense Risk Fee shown under Contract Data. This increases the Mortality and Expense Risk Charge which is deducted from each variable subaccount on a daily basis as described in Your contract.

If the rider is terminated by a "covered life change" or on the Annuitization Start Date, the Optional Death Benefit Rider Fee for this rider will be removed from the Annual Mortality and Expense Risk Fee from that point forward.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. If there has been a "covered life change" where You, as redefined, were the ROPP Benefit Age or younger (shown under Contract Data) on the date of the "covered life change", then the rider will terminate and the Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, will be reinstated.
2. The rider will terminate on the Annuitization Start Date.
3. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
4. Termination of the contract for any reason will terminate the rider.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company


Secretary

1.

MAXIMUM ANNIVERSARY VALUE DEATH BENEFIT RIDER

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit of this rider using the age or life of the Owner.

The Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, to which this rider is attached is hereby deleted and replaced with the following.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this rider is in force, then We will pay the beneficiary the greatest of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment (ROPP) Value; or
3. the Maximum Anniversary Value (MAV).

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition: "Adjustments for partial surrenders" are calculated for both the MAV and ROPP value separately for each partial surrender using the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount Your Contract Value is reduced by the partial surrender
- b** = the applicable ROPP value or MAV on the date of (but prior to) the partial surrender
- c** = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value

If the rider is effective on the Contract Date, the ROPP value is established as the total purchase payments and any purchase payment credits. If the rider is effective on a Contract Anniversary, the ROPP value is established as the Contract Value on the later of that anniversary or the Valuation Date we receive your written request to add the rider. Adjustments are made to the ROPP value in the following circumstances.

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:
 - A = the Contract Value on that date after any rider charges have been deducted, and
 - B = the ROPP value on that date (but prior to the reset).

Maximum Anniversary Value (MAV)

The MAV equals the ROPP value prior to the first Contract Anniversary after the effective date of this rider. On each Contract Anniversary after the effective date of this rider and prior to the earlier of the Maximum MAV Date shown under Contract Data or Your date of death, the MAV will be increased to the Contract Value, if the Contract Value is greater.

Adjustments are made to the MAV in the following circumstances.

1. Additional purchase payments and any purchase payment credits will be added to the MAV.
2. Partial surrenders taken will result in "adjustments for partial surrenders" subtracted from the MAV.

3. After a "covered life change" for a spouse who continues the contract, the MAV is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract, the MAV is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:
 - A = the Contract Value on that date after any rider charges have been deducted, and
 - B = the MAV on that date (but prior to the reset).

Rider Charges

An Optional Death Benefit Rider Fee for this rider is included in the Annual Mortality and Expense Risk Fee shown under Contract Data. This increases the Mortality and Expense Risk Charge which is deducted from each variable subaccount on a daily basis as described in Your contract.

If the rider is terminated by a "covered life change" or on the Annuitization Start Date, the Optional Death Benefit Rider Fee for this rider will be removed from the Annual Mortality and Expense Risk Fee from that point forward.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. If there has been any "covered life change" where You, as redefined, were older than the MAV Benefit Age (shown under Contract Data) on the date of the "covered life change", then the rider will terminate and the Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, will be reinstated.
2. The rider will terminate on the Annuitization Start Date.
3. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
4. Termination of the contract for any reason will terminate the rider.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company


1.

Secretary

Maximum Anniversary Value Death Benefit Rider

Rider Effective Date: [10/01/2009] 3.

MAV Benefit Age: [79]* 4.

*Applicable for "covered life changes" only.

Maximum MAV Date: [Your 81st birthday] 5.

DP411278

1.

ACCUMULATION DEATH BENEFIT RIDER

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit of this rider using the age or life of the Owner.

"Excluded Accounts" are shown under Contract Data. "Protected Accounts" are all accounts other than Excluded Accounts. If any new subaccounts added to the Variable Account after the effective date of this rider are Excluded Accounts, You will be notified.

The Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, to which this rider is attached is hereby deleted and replaced with the following.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this rider is in force, then We will pay the beneficiary the greatest of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment (ROPP) Value; or
3. the Accumulation Death Benefit Floor.

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition: "Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

a = the amount Your Contract Value is reduced by the partial surrender

b = the ROPP value on the date of (but prior to) the partial surrender

c = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value

If the rider is effective on the Contract Date, the ROPP value is established as the total purchase payments and any purchase payment credits. If the rider is effective on a Contract Anniversary, the ROPP value is established as the Contract Value on the later of that anniversary or the Valuation Date we receive your written request to add the rider. Adjustments are made to the ROPP value in the following circumstances.

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:
 - A = the Contract Value on that date after any rider charges have been deducted, and
 - B = the ROPP value on that date (but prior to the reset).

Accumulation Death Benefit Floor

The Accumulation Death Benefit Floor is equal to the sum of:

1. the Contract Value in the Excluded Accounts, if any, and
2. Variable Account Floor.

Protected Account Base (PAB) and Excluded Account Base (EAB) Definition:

Adjustments to the Variable Account Floor require tracking amounts representing purchase payments and any associated purchase payment credits, not previously surrendered, that are allocated or transferred to the Protected Accounts and Excluded Accounts.

- PAB equals amounts representing purchase payments and any associated purchase payment credits, not previously surrendered or transferred, that are in the Protected Accounts.
- EAB equals amounts representing purchase payments and any associated purchase payment credits, not previously surrendered or transferred, that are in the Excluded Accounts.

Variable Account Floor Definition: Variable Account Floor is PAB increased on Contract Anniversaries prior to the earlier of the Maximum Variable Account Floor Date shown under Contract Data or Your death as explained below.

Net Transfer Definition: If multiple transfers are made on the same Valuation Day, they are combined to determine the net amount of Contract Value being transferred between the Protected Accounts and Excluded Accounts. This net transfer amount is used to adjust the EAB, PAB and Variable Account Floor values.

Establishment of the Variable Account Floor, PAB and EAB

If the rider is effective on the Contract Date, 1) Variable Account Floor and PAB are established as Your initial purchase payment and any purchase payment credits allocated to the Protected Accounts; and 2) EAB is established as Your initial purchase payment and any purchase payment credits allocated to the Excluded Accounts.

If the rider is effective on a Contract Anniversary, on that Contract Anniversary 1) Variable Account Floor and PAB are established as Your Contract Value allocated to the Protected Accounts; and 2) EAB is established as Contract Value allocated to the Excluded Accounts.

Adjustments to Variable Account Floor, PAB and EAB

Variable Account Floor, PAB and EAB are adjusted by the following:

1. When an additional purchase payment is made;
 - (A) any payment and any associated purchase payment credit You allocate to the Protected Accounts are added to PAB and to Variable Account Floor, and

- (B) any payment and any associated purchase payment credit You allocate to the Excluded Accounts are added to EAB.

2. When transfers are made to the Protected Accounts from the Excluded Accounts, We increase PAB and Variable Account Floor, and We reduce EAB.

The amount We deduct from EAB and add to PAB and to Variable Account Floor is calculated for each net transfer using the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount the Contract Value in the Excluded Accounts is reduced by the net transfer
- b** = EAB on the date of (but prior to) the transfer
- c** = the Contract Value in the Excluded Accounts on the date of (but prior to) the transfer.

3. When partial surrenders are made from the Excluded Accounts, We reduce EAB by the same amount as calculated above for transfers from the Excluded Accounts, using surrender amounts in place of transfer amounts. Partial surrenders from Excluded Accounts do not increase PAB.

4. When transfers are made to the Excluded Accounts from the Protected Accounts, We reduce PAB and Variable Account Floor, and We increase EAB.

The amounts We deduct from PAB and Variable Account Floor are calculated for each net transfer using the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount the Contract Value in the Protected Accounts is reduced by the net transfer
- b** = the applicable PAB or Variable Account Floor on the date of (but prior to) the transfer
- c** = the Contract Value in the Protected Accounts on the date of (but prior to) the transfer.

The amount We subtract from PAB is added to EAB.

5. When partial surrenders are made from the Protected Accounts, We reduce PAB and the Variable Account Floor by the same amount as calculated above for transfers from the Protected Accounts, using surrender amounts in place of transfer amounts. Partial surrenders from Protected Accounts do not increase EAB.
6. After a "covered life change" for a spouse who continues the contract, the Variable Account Floor and PAB are reset to the Contract Value in the Protected Accounts on the date of continuation. EAB is reset to the Contract Value in the Excluded Accounts on the date of continuation. The Contract Value is after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
7. After a "covered life change" other than for a spouse who continues the contract, Variable Account Floor, PAB and EAB are reset on the Valuation Date We receive Your Written Request for the "covered life change."

Variable Account Floor and PAB are reset to the lesser of A or B where:

A = the Contract Value in the Protected Accounts on that date, and

B = Variable Account Floor on that date (but prior to the reset).

EAB is reset to the lesser of A or B where:

A = the Contract Value in the Excluded Accounts on that date, and

B = EAB on that date (but prior to the reset).

8. On a Contract Anniversary when Variable Account Floor is greater than zero:
 - (A) On the first Contract Anniversary, We increase Variable Account Floor by an amount equal to the Accumulation Death Benefit Floor Percentage shown under Contract Data, multiplied by Variable Account Floor as of 60 days after the Contract Date.
 - (B) On each subsequent Contract Anniversary prior to the earlier of the Maximum Variable Account Floor Date shown under Contract Data or Your death, We increase Variable Account Floor by an amount equal to the Accumulation Death Benefit Floor Percentage, multiplied by the prior Contract Anniversary's Variable Account Floor.
 - (C) Any Variable Account Floor increase on Contract Anniversaries does not increase PAB or EAB.

Rider Charges

An Optional Death Benefit Rider Fee for this rider is included in the Annual Mortality and Expense Risk Fee shown under Contract Data. This increases the Mortality and Expense Risk Charge which is deducted from each variable subaccount on a daily basis as described in Your contract.

If the rider is terminated by a "covered life change" or on the Annuitization Start Date, the Optional Death Benefit Rider Fee will be removed from the Annual Mortality and Expense Risk Fee from that point forward.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. If there has been any "covered life change" where You, as redefined, were older than the Accumulation DB Benefit Age (shown under Contract Data) on the date of the "covered life change", then the rider will terminate and the Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, will be reinstated.
2. The rider will terminate on the Annuitization Start Date.
3. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
4. Termination of the contract for any reason will terminate the rider.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company



2.

Secretary

[Accumulation] Death Benefit Rider 1.

Rider Effective Date:

[10/01/2009] 4.

Excluded Accounts:

[Regular Fixed Account] 5.

[Guarantee Period Accounts] 5.

Accumulation DB Benefit Age:

[79]* 6.

*Applicable for "covered life changes" only.

Accumulation Death Benefit Floor Percentage: [5%] 7.

Maximum Variable Account Floor Date: [Your 81st birthday] 8.

DP411279

ENHANCED DEATH BENEFIT RIDER

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit of this rider using the age or life of the Owner.

"Excluded Accounts" are shown under Contract Data.

"Protected Accounts" are all accounts other than Excluded Accounts. If any new subaccounts added to the Variable Account after the effective date of this rider are Excluded Accounts, You will be notified.

The Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, to which this rider is attached is hereby deleted and replaced with the following.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this rider is in force, then We will pay the beneficiary the greatest of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment (ROPP) Value; or
3. the Maximum Anniversary Value (MAV); or
4. the Accumulation Death Benefit Floor.

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition:

"Adjustments for partial surrenders" are calculated for both the MAV and ROPP value separately for each partial surrender using the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount Your Contract Value is reduced by the partial surrender
- b** = the applicable ROPP value or MAV on the date of (but prior to) the partial surrender
- c** = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value

If the rider is effective on the Contract Date, the ROPP value is established as the total purchase payments and any purchase payment credits. If the rider is effective on a Contract Anniversary, the ROPP value is established as the Contract Value on the later of that anniversary or the Valuation Date we receive your written request to add the rider. Adjustments are made to the ROPP value in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

A = the Contract Value on that date after any rider charges have been deducted, and

B = the ROPP value on that date (but prior to the reset).

Maximum Anniversary Value (MAV)

The MAV equals the ROPP value prior to the first Contract Anniversary after the effective date of this rider. On each Contract Anniversary after the effective date of this rider and prior to the earlier of the Maximum MAV Date shown under Contract Data or Your date of death, the MAV will be increased to the Contract Value, if the Contract Value is greater.

Adjustments are made to the MAV in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the MAV.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the MAV.
3. After a "covered life change" for a spouse who continues the contract, the MAV is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.

4. After a "covered life change" other than for a spouse who continues the contract, the MAV is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

- A = the Contract Value on that date after any rider charges have been deducted, and
- B = the MAV on that date (but prior to the reset).

Accumulation Death Benefit Floor

The Accumulation Death Benefit Floor is equal to the sum of:

1. the Contract Value in the Excluded Accounts, if any, and
2. Variable Account Floor.

Protected Account Base (PAB) and Excluded Account Base (EAB) Definition: Adjustments to the Variable Account Floor require tracking amounts representing purchase payments and any associated purchase payment credits, not previously surrendered, that are allocated or transferred to the Protected Accounts and Excluded Accounts.

- PAB equals amounts representing purchase payments and any associated purchase payment credits, not previously surrendered or transferred, that are in the Protected Accounts.
- EAB equals amounts representing purchase payments and any associated purchase payment credits, not previously surrendered or transferred, that are in the Excluded Accounts.

Variable Account Floor Definition: Variable Account Floor is PAB increased on Contract Anniversaries prior to the earlier of the Maximum Variable Account Floor Date shown under Contract Data or Your death as explained below.

Net Transfer Definition: If multiple transfers are made on the same Valuation Day, they are combined to determine the net amount of Contract Value being transferred between the Protected Accounts and Excluded Accounts. This net transfer amount is used to adjust the EAB, PAB and Variable Account Floor values.

Establishment of Variable Account Floor, PAB and EAB

If the rider is effective on the Contract Date, 1) Variable Account Floor and PAB are established as Your initial purchase payment and any purchase payment credits allocated to the Protected Accounts; and 2) EAB is established as Your initial purchase payment and any purchase payment credits allocated to the Excluded Accounts.

If the rider is effective on a Contract Anniversary, on that Contract Anniversary 1) Variable Account Floor and PAB are established as Your Contract Value allocated to the Protected Accounts; and 2) EAB is established as Contract Value allocated to the Excluded Accounts.

Adjustments to Variable Account Floor, PAB and EAB

Variable Account Floor, PAB and EAB are adjusted by the following:

1. When an additional purchase payment is made;
 - (A) any payment and any associated purchase payment credit You allocate to the Protected Accounts are added to PAB and to Variable Account Floor, and
 - (B) any payment and any associated purchase payment credit You allocate to the Excluded Accounts are added to EAB.
2. When transfers are made to the Protected Accounts from the Excluded Accounts, We increase PAB and Variable Account Floor, and We reduce EAB.

The amount We deduct from EAB and add to PAB and to Variable Account Floor is calculated for each net transfer using the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a** = the amount the Contract Value in the Excluded Accounts is reduced by the net transfer
- b** = EAB on the date of (but prior to) the transfer
- c** = the Contract Value in the Excluded Accounts on the date of (but prior to) the transfer.

3. When partial surrenders are made from the Excluded Accounts, We reduce EAB by the same amount as calculated above for transfers from the Excluded Accounts, using surrender amounts in place of transfer amounts. Partial surrenders from Excluded Accounts do not increase PAB.
4. When transfers are made to the Excluded Accounts from the Protected Accounts, We reduce PAB and Variable Account Floor, and We increase EAB.

The amounts We deduct from PAB and Variable Account Floor are calculated for each net transfer using the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a** = the amount the Contract Value in the Protected Accounts is reduced by the net transfer
- b** = the applicable PAB or Variable Account Floor on the date of (but prior to) the transfer
- c** = the Contract Value in the Protected Accounts on the date of (but prior to) the transfer.

The amount We subtract from PAB is added to EAB.

5. When partial surrenders are made from the Protected Accounts, We reduce PAB and Variable Account Floor by the same amount as calculated above for transfers from the Protected Accounts, using surrender amounts in place of transfer amounts. Partial surrenders from Protected Accounts do not increase EAB.
6. After a "covered life change" for a spouse who continues the contract, Variable Account Floor and PAB are reset to the Contract Value in the Protected Accounts on the date of continuation. EAB is reset to the Contract Value in the Excluded Accounts on the date of continuation. The Contract Value is after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
7. After a "covered life change" other than for a spouse who continues the contract, Variable Account Floor, PAB and EAB are reset on the Valuation Date We receive Your Written Request for the "covered life change."

Variable Account Floor and PAB are reset to the lesser of A or B where:

- A = the Contract Value in the Protected Accounts on that date, and
- B = Variable Account Floor on that date (but prior to the reset).

EAB is reset to the lesser of A or B where:

- A = the Contract Value in the Excluded Accounts on that date, and
- B = EAB on that date (but prior to the reset).

8. On a Contract Anniversary when Variable Account Floor is greater than zero:
 - (A) On the first Contract Anniversary, We increase Variable Account Floor by an amount equal to the Accumulation Death Benefit Floor Percentage shown under Contract Data, multiplied by Variable Account Floor as of 60 days after the Contract Date.
 - (B) On each subsequent Contract Anniversary prior to the earlier of the Maximum Variable Account Floor Date shown under Contract Data or Your death, We increase Variable Account Floor by an amount equal to the Accumulation Death Benefit Floor Percentage, multiplied by the prior Contract Anniversary's Variable Account Floor.
 - (C) Any Variable Account Floor increase on Contract Anniversaries does not increase PAB or EAB.

Rider Charges

An Optional Death Benefit Rider Fee for this rider is included in the Annual Mortality and Expense Risk Fee shown under Contract Data. This increases the Mortality and Expense Risk Charge which is deducted from each variable subaccount on a daily basis as described in Your contract.

If the rider is terminated by a "covered life change" or on the Annuitization Start Date, the Optional Death Benefit Rider Fee will be removed from the Annual Mortality and Expense Risk Fee from that point forward.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. If there has been any "covered life change" where You, as redefined, were older than the Enhanced Benefit Age (shown under Contract Data) on the date of the "covered life change," then the rider will terminate and the Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, will be reinstated.
2. The rider will terminate on the Annuitization Start Date.
3. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
4. Termination of the contract for any reason will terminate the rider.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company

 [1.]
Secretary

Enhanced Death Benefit Rider

Rider Effective Date: [10/01/2009] 3.
Excluded Accounts: [Regular Fixed Account] 4.
[Guarantee Period Accounts] 4.
Enhanced Benefit Age: [79]* 5.
*Applicable for "covered life changes" only.
Maximum MAV Date: [Your 81st birthday] 6.
Maximum Variable Account Floor Date: [Your 81st birthday] 7.
Accumulation Death Benefit Floor Percentage: [5%] 8.

DP411280

ENHANCED EARNINGS DEATH BENEFIT RIDER

1. "Benefit Protector[®]"

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit of this rider using the age or life of the Owner.

This rider may provide a death benefit in addition to that provided under the contract, including any attached endorsements or riders, upon Your death while this rider is in force, **but there is no additional death benefit if death occurs in the first contract year.** There is an additional charge for this rider as described below.

Rider Death Benefit

In addition to the "Amount Payable Before the Annuitization Start Date," as described in this contract, including any attached endorsements or riders, We will pay beneficiaries an amount determined by multiplying the Rider Benefit Percentage shown under Contract Data by the Earnings at Death (EAD) when we receive due proof of death.

The Rider Benefit Percentage will initially be determined by Your Attained Age on the rider effective date.

If there has been a "covered life change," the Rider Benefit Percentage will be re-determined by the new Owner's age on the date of that "covered life change".

Definitions

Earnings At Death (EAD)

EAD is the death benefit otherwise payable under the contract, including any attached endorsements or riders, minus Remaining Purchase Payments. EAD is subject to a minimum value of zero and a maximum value determined by multiplying the Maximum EAD Percentage shown under Contract Data by Remaining Purchase Payments that are one year old or more.

Remaining Purchase Payments

Remaining Purchase Payments is the amount of purchase payments adjusted for any partial surrenders.

If this rider is effective ON the Contract Date, Remaining Purchase Payments is established as Your initial purchase payment. Adjustments are made to Remaining Purchase Payments in the following circumstances.

1. Additional purchase payments will be added to Remaining Purchase Payments.
2. Partial surrenders will result in adjustments subtracted from Remaining Purchase Payments as follows:
 - A. Subtract Remaining Purchase Payments from Your Contract Value prior to the partial surrender. Then add any applicable positive or negative Market Value Adjustment resulting from the partial surrender to determine earnings at the time of the partial surrender. If this amount is less than zero, use zero as the result of this step.
 - B. Subtract the result from Step A from the amount the Contract Value is reduced by the partial surrender. Then add any applicable positive or negative Market Value Adjustment resulting from the partial surrender to determine the portion of the partial surrender that represents purchase payments. If this amount is less than zero, use zero as the result of this step.
 - C. Subtract the result from Step B from Remaining Purchase Payments prior to the partial surrender to determine Remaining Purchase Payments after the partial surrender. The amount subtracted is allocated proportionately between Remaining Purchase Payments that are one year old or more and those that are less than one year old.

If this rider is effective AFTER the Contract Date, or if there has been a "covered life change;" Remaining Purchase Payments is established or reset as the Contract Value on the rider effective date or, if later, the date of the most recent "covered life change." Thereafter, Remaining Purchase Payments is increased by the amount of each additional purchase payment and adjusted for each partial surrender as described previously.

Rider Charges

The Annual Rider Fee for this rider is shown under Contract Data and is multiplied against Your Contract Value on the Contract Anniversary date each year prior to the Annuitization Start Date to determine the amount of Your rider charge. We deduct the charge on a pro-rata basis among all accounts in Your contract in which You are invested, in the same proportion Your value in each bears to Your total Contract Value.

If the rider is added to Your contract after the Contract Date, the charge on the next Contract Anniversary will be adjusted for the number of Days the rider was in effect. Except for terminations during the 30 Days following certain Contract Anniversaries as described under the Termination of the Rider provision, if the rider is terminated for any reason We will deduct the charge at that time, adjusted for the number of Days coverage was in effect during the contract year.

Termination of the Rider

You may terminate this rider within 30 Days following the first Contract Anniversary after the effective date of this rider. You may also terminate this rider within 30 Days following any Contract Anniversary beginning with the seventh Contract Anniversary after the effective date of this rider.

If there has been a "covered life change," and if You, as redefined, were the BP Benefit Age (shown under Contract Data) or younger on the date of the "covered life change," You may terminate this rider at the times described above and may also terminate this rider within 30 Days following the effective date of the "covered life change."

This rider will terminate under the following conditions:

1. If there has been any "covered life change," where You, as redefined, were older than the BP Benefit Age (shown under Contract Data) on the date of the "covered life change," then the rider will terminate.
2. The rider will terminate on the Annuitization Start Date.
3. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
4. Termination of the contract for any reason will terminate the rider.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the contract date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company

 

Secretary

Enhanced Earnings Death Benefit Rider

[Benefit Protector®] 1.

Rider Effective Date: [10/01/2009] 4.

Annual Rider Fee: [0.25%] 5.

Under Age [70] 6. Age [70] or older 6.

Rider Benefit Percentage: [40%] 7. [15%] 8.

Maximum EAD Percentage: [250%] 9.

BP Benefit Age: [75]* 10.

*Applicable for "covered life changes" only.

DP411281

ENHANCED EARNINGS PLUS DEATH BENEFIT RIDER

1. ["Benefit Protector Plus[®]"]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit of this rider using the age or life of the Owner.

This rider may provide a death benefit in addition to that provided under the contract, including any attached endorsements or riders, upon Your death while this rider is in force, **but there is no additional death benefit if death occurs in the first contract year.** There is an additional charge for this rider as described below.

Rider Death Benefit

In addition to the "Amount Payable Before the Annuitization Start Date," as described in this contract, including any attached endorsements or riders, We will pay beneficiaries the sum of A + B where:

- A= an amount determined by multiplying the Earnings at Death (EAD) by the Rider Benefit Percentage shown under Contract Data; and
- B= a percentage of the "Exchange Amount" applied to this contract within 60 Days of the Contract Date that has not been surrendered. The percentage depends on the contract year when death occurs. See the Exchange Amount Percentage Schedule under Contract Data.

Definitions

Earnings At Death (EAD)

EAD is the death benefit otherwise payable under the contract, including any attached endorsements or riders, minus Remaining Purchase Payments. EAD is subject to a minimum value of zero and a maximum value determined by multiplying the Maximum EAD Percentage shown under Contract Data by Remaining Purchase Payments that are one year old or more.

Remaining Purchase Payments

Remaining Purchase Payments is the amount of purchase payments added to the contract and adjusted for any partial surrenders.

Remaining Purchase Payments is established as Your initial purchase payment. Adjustments are made to Remaining Purchase Payments in the following circumstances.

1. Additional purchase payments will be added to Remaining Purchase Payments.
2. Partial surrenders will result in adjustments subtracted from Remaining Purchase Payments as follows:
 - A. Subtract Remaining Purchase Payments from Your Contract Value prior to the partial surrender. Then add any applicable positive or negative Market Value Adjustment resulting from the partial surrender to determine earnings at the time of the partial surrender. If this amount is less than zero, use zero as the result of this step.
 - B. Subtract the result from Step A from the amount the Contract Value is reduced by the partial surrender. Then add any applicable positive or negative Market Value Adjustment resulting from the partial surrender to determine the portion of the partial surrender that represents purchase payments. If this amount is less than zero, use zero as the result of this step.
 - C. Subtract the result from Step B from Remaining Purchase Payments prior to the partial surrender to determine the amount of purchase payments remaining after the partial surrender. The amount subtracted is allocated proportionately between Remaining Purchase Payments that are one year old or more and those that are less than one year old.

Exchange Amount

The Exchange Amount is established as the initial purchase payment. Adjustments are made to the Exchange Amount in the following circumstances.

1. Additional purchase payments received in the first 60 Days following the Contract Date will be added to the Exchange Amount.
2. Partial surrenders will result in adjustments subtracted from the Exchange Amount as follows:

- a. Multiply the result from Step 2B under the Remaining Purchase Payments definition by the Exchange Amount prior to the partial surrender.
- b. Divide the result by the amount of Your Remaining Purchase Payments prior to the partial surrender. If the result is less than zero, use zero as the result of this step.
- c. Subtract the result from Step b of this Exchange Amount definition from the Exchange Amount.

Rider Charges

The Annual Rider Fee for this rider is shown under Contract Data and is multiplied against Your Contract Value on the Contract Anniversary each year prior to the Annuitization Start Date to determine the amount of Your rider charge. We deduct the charge on a pro-rata basis among all accounts in Your contract in which You are invested, in the same proportion Your value in each bears to Your total Contract Value.

Except for terminations during the 30 Days following certain Contract Anniversaries as described under the Termination of the Rider provision, if the rider is terminated for any reason, We will deduct the charge at that time, adjusted for the number of Days coverage was in effect during the contract year.

Termination of the Rider

You may terminate this rider within 30 Days following the first Contract Anniversary after the effective date of this rider. You may also terminate this rider within 30 Days following any Contract Anniversary beginning with the seventh Contract Anniversary after the effective date of this rider.

This rider will terminate under the following conditions:

1. A "covered life change" will terminate the rider.
2. The rider will terminate on the Annuitization Start Date.
3. After the death benefit is payable, the rider will terminate.
4. Termination of the contract for any reason will terminate the rider.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company


2.

Secretary

Enhanced Earnings Plus Death Benefit Rider [Benefit Protector Plus®] 1.

Rider Effective Date: [10/01/2009] 4.

Annual Rider Fee: [0.40%] 5.

Under Age [70] 6. Age [70] or older 6.

Rider Benefit Percentage: [40%] 7. [15%] 8.

Maximum EAD Percentage: [250%] 9.

Exchange Amount Percentage Schedule

Death Occurring in Contract Years Percentage

[1 – 2]	10.	[0%]	11.
[3 – 4]		[10%]	
[5 and later]		[20%]	

DP411282

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

[Accumulation Protector Benefit®] 1.

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for the purpose of this rider.

This rider requires either specific investment allocations or participation in an asset allocation program approved by us. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

The additional charge for this rider is described below.

Definitions

Benefit Date

This is the first Valuation Date immediately following the expiration of the Waiting Period.

Minimum Contract Accumulation Value

If this rider is effective on the Contract Date, the initial Minimum Contract Accumulation Value is the amount equal to Your initial purchase payment and any purchase payment credit.

If this rider is effective on a Contract Anniversary, the initial Minimum Contract Accumulation Value will be the Contract Value on the later of the Contract Anniversary or the Valuation Date We receive Your Written Request.

The Minimum Contract Accumulation Value also includes the amount of any purchase payments and any purchase payment credits received within the first 180 Days that the rider is effective, and is reduced by any "adjustments for partial surrenders."

Adjustments for Partial Surrenders

"Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a** = the amount Your Contract Value is reduced by the partial surrender
- b** = the Minimum Contract Accumulation Value on the date of (but prior to) the partial surrender
- c** = the Contract Value on the date of (but prior to) the partial surrender.

Waiting Period

The Waiting Period for the rider is shown under Contract Data. The Waiting Period starts on the rider effective date. The day prior to the rider anniversary, after the number of years shown, is the last day of the Waiting Period.

Guaranteed Minimum Accumulation Benefit

The rider provides a one-time adjustment to Your Contract Value on the Benefit Date if Your Contract Value on that date is less than the Minimum Contract Accumulation Value. In this situation, the Contract Value will be increased to equal the Minimum Contract Accumulation Value. A lump sum payment of the difference between the Contract Value and the Minimum Contract Accumulation Value will be allocated among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value. The rider will then terminate, no further rider benefits will be payable, and no further charges for the rider will be deducted from Your Contract Value.

If the Contract Value on the Benefit Date is equal to or greater than the Minimum Contract Accumulation Value, no rider benefit will be paid. The rider will then terminate, no further rider benefits will be payable, and no further charges for the rider will be deducted from Your Contract Value.

If Your Contract Value falls to zero as the result of adverse market performance or the deduction of charges at any time before the Benefit Date, the contract and all its riders, including this rider, will terminate without value and no rider benefits will be paid on account of such termination. Exception: On the Benefit Date, if You are still living, an amount equal to the Minimum Contract Accumulation Value on the Valuation Date that Your Contract Value reached zero, will be paid to You. No further benefits will then be payable from this rider.

Operation of the Waiting Period

The Waiting Period starts on the rider effective date. If You choose an Elective Step-Up, the Waiting Period will restart as of the latest Contract Anniversary. The Elective Step-Up is described below. We also reserve the right to restart the Waiting Period as of the latest Contract Anniversary whenever You change Your investment selection and the rider fee is increased.

Step-Up of the Minimum Contract Accumulation Value

Automatic Step-Up

On each Contract Anniversary after the effective date of the rider, the Minimum Contract Accumulation Value will be the greater of:

- (a) the Contract Value on that anniversary times the Automatic Step-Up Percentage shown under Contract Data; or
- (b) the Minimum Contract Accumulation Value immediately prior to this Automatic Step-Up.

This Automatic Step-Up of the Minimum Contract Accumulation Value will not restart the Waiting Period and will not change the charge for the rider.

Elective Step-Up

Once each contract year within the thirty Days following each Contract Anniversary after the effective date of the rider but prior to the Benefit Date, You may notify Us that You wish to exercise the Elective Step-Up option. When You do so, if the Contract Value on the Valuation Date We receive Your Written Request to exercise this option is greater than the Minimum Contract Accumulation Value on that date, We will increase the Minimum Contract Accumulation Value to that Contract Value.

If Your Minimum Contract Accumulation Value is increased as a result of this Elective Step-Up, the Waiting Period will restart as of the latest Contract Anniversary and We may increase the fee for the rider. The Waiting Period under the rider shall always commence from the later of the rider effective date or the latest Contract Anniversary for which the Elective Step-Up option was exercised.

The Elective Step-Up option is not available for an Inherited IRA under the Code or if the Benefit Date would be after the Annuitization Start Date.

Additional Purchase Payments with Elective Step-Ups

If Your Minimum Contract Accumulation Value is increased as a result of this Elective Step-Up, You have 180 Days from the latest Contract Anniversary to make additional purchase payments. The Minimum Contract Accumulation Value will be increased by the amount of any additional purchase payments and any purchase payment credits received during this period.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract during the Waiting Period under the Spouse's Option to Continue Contract provision, the rider will continue as part of the contract.

Once within the thirty Days following spousal continuation, the spouse may choose to exercise an Elective Step-Up. If the Step-Up is elected, and if the Contract Value on the Valuation Date We receive their Written Request is greater than the Minimum Contract Accumulation Value on that date, We will increase the Minimum Contract Accumulation Value to that Contract Value. Also, the Waiting Period will restart on the latest Contract Anniversary, and We may increase the fee for this rider. Additional purchase payments are not allowed following Elective Step-Ups associated with spousal continuation.

Additional Purchase Payments

The rider prohibits additional purchase payments in the period after the first 180 Days that the rider is effective and before the expiration of the Waiting Period, except as described in the Additional Purchase Payments with Elective Step-Ups section.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options, provided such transfers are not determined to disadvantage other contract owners, (2) automated transfers necessary to adjust Contract Value allocations to match the allocation percentages utilized in certain investment options, or (3) transfers as otherwise agreed to by Us.

Change of Ownership and Assignment

If allowed by state law, a change of ownership or assignment is subject to Our approval.

Rider Charges

We deduct the charge for the rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the Contract Value or the Minimum Contract Accumulation Value.

The Initial Annual Rider Fee associated with Your initial investment selection is shown under Contract Data. The Annual Rider Fee will not increase unless You alter Your investment selection or exercise the Elective Step-Up option when the fee for the rider has increased. The Annual Rider Fee is subject to the Maximum Annual Rider Fee shown under Contract Data.

If the rider fee increases during a contract year, We will calculate an average rider charge, for that year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect. The charge, for that contract year only, is calculated as described above using the average Annual Rider Fee.

If the contract is terminated for any reason prior to the Benefit Date, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year. If the contract is terminated as a result of the death benefit being paid, We will deduct the charge from the Contract Value at that time, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. The rider will terminate on the Benefit Date.
2. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
3. The rider will terminate on the Annuitization Start Date.
4. Termination of the contract for any reason will terminate the rider.

Effective Date

The effective date for this rider is shown under Contract Data. If selected at time of application, this rider is effective as of the Contract Date of this contract. If this rider is added to the contract after the Contract Date, it is effective on the Contract Anniversary nearest the date We receive Your Written Request to add this rider to Your contract.

RiverSource Life Insurance Company

 [2.]

Secretary

Guaranteed Minimum Accumulation Benefit Rider

[Accumulation Protector Benefit®] 1.

Rider Effective Date: [10/01/2009] 4.
Initial Annual Rider Charge: [0.80%] 5.
Maximum Annual Rider Charge: [1.75%] 6.
Duration of Waiting Period: [10 Years] 7.
Automatic Step-up Percentage: [80%] 8.

9. [Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the Portfolio Navigator asset allocation program. The Portfolio Navigator asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. You may select from the following Portfolio Navigator models: Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive. If you elect to change asset allocation models, the Annual Rider Fee may increase. See the Rider Charges provision on page 3 of your rider.]

DP411283

Guaranteed Lifetime Withdrawal Benefit Rider Joint Life

[SecureSource Stages® Rider] 1.

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

A Withdrawal during the Waiting Period will set benefits to zero until the end of the Waiting Period. Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

The following words are often used in this rider. When We use these words, this is what We mean:

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Waiting Period and after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. When the ALP is available, the annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with a set of Lifetime Payment Percentages. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

The Annual Step-Up is an increase in the Benefit Base and/or the Principal Back Guarantee and a possible increase in the Lifetime Payment Percentage that is available each Rider Anniversary if Your Contract Value increases, subject to certain conditions as described in the Rider Anniversary Processing provision.

Benefit Base (BB)

The Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken after the Waiting Period and before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment when the ALP is available.

Excess Withdrawal Processing

After the Waiting Period, Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment and is shown under Contract Data. Two percentages are shown for each Age Band, Percentage A and Percentage B, and the percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a warranty that total Withdrawals will not be less than purchase payments You have made, increased by Annual Step-ups, as long as there is no Excess Withdrawal or benefit reset.

Remaining Annual Lifetime Payment (RALP)

As You make Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that year is reduced. Whenever the ALP is available, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Credit, Rider Credit Date

The Rider Credit is an amount that can be added to the Benefit Base on all Rider Credit Dates as long as no Withdrawals have been taken since the Rider Effective Date and You do not decline any Annual Rider Fee increase as described in the Rider Charges provision. Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the Benefit Base, subject to certain limitations as described in the Rider Anniversary Processing provision.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise provided.

Waiting Period

The Waiting Period is the number of years, shown under Contract Data, before You can take a Withdrawal without affecting benefits under the rider. The Waiting Period starts on the Rider Effective Date. The day prior to the Rider Anniversary, after the number of years shown, is the last day of the Waiting Period.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is one of the components used to determine the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year that the lifetime benefit is available.

The lifetime benefit amount can vary based on Your Attained Age and based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year after the Waiting Period, the percentage used to determine the benefit amount is set when the first Withdrawal is taken and fixed for the remainder of that year.

At any time after the Waiting Period, as long as Your total Withdrawals during the current year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits may be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount and Principal Back Guarantee can be increased if Your Contract Value has increased on a Rider Anniversary as described in the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the earliest of the following dates:

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.

2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.
4. Following dissolution of marriage of the Covered Spouses,
 - (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

The ALP will be available on later of (1) the Rider Anniversary after the Waiting Period or (2) the date the ALP is established.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP.

The RALP will be zero during the Waiting Period.

After the Waiting Period, the RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. Two Lifetime Payment Percentages are shown for each Age Band under Contract Data, Percentage A and Percentage B. Throughout the remainder of this rider, Your Lifetime Payment Percentage will be either Percentage A or Percentage B for a given Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is the percentage shown under Contract Data for the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline any Annual Rider Fee increase or if a Withdrawal has been taken since the ALP was made available, then the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

- (A) If no Withdrawal has been taken since the ALP was available and no Annual Rider Fee increase has been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.
- (B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Percentage A and Percentage B

The following determines whether Percentage A or Percentage B is used.

During the Waiting Period, Percentage A will be used to determine the amount payable to beneficiaries under the Principal Back Guarantee described in the Death Benefit Before the Annuitization Start Date provision.

After the Waiting Period, a comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether Percentage A or Percentage B is used to calculate the ALP unless the percentage is fixed as described below. On each Valuation Date, if the value calculated below is less than the Adjustment Threshold shown under Contract Data, then Percentage A shown under Contract Data is used in calculating Your ALP, otherwise Percentage B is used. The value is calculated as follows, but it will not be less than zero:

1 - (a/b)

- a** = Contract Value at the end of the prior valuation period
- b** = WAB at the end of the prior valuation period

After the ALP is available, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

Percentage A or Percentage B will be determined at the earliest of (1), (2) or (3) below and remain fixed for as long as the benefit is payable:

- (1) if the ALP is established, when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the remaining Covered Spouse's date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to Percentage A if more favorable to You.

Rider Effective Date Values, Effect of Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

Before a Withdrawal is taken in the Waiting Period and at any time after the Waiting Period, the WAB, CB (unless it has been permanently set to zero), BB and PBG will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, the CB will be permanently reset to zero when the first Withdrawal is taken, and there will be no additional Rider Credits.

If the first Withdrawal is taken during the Waiting Period, the WAB, BB and PBG will be set equal to zero until the end of the Waiting Period.

Whenever a Withdrawal is taken after the Waiting Period:

- (A) The WAB will be reduced by the "Adjustment for Withdrawal"
- (B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB does not change and the PBG is reduced by the amount of the Withdrawal, but it will not be less than zero.
- (C) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB will be reduced by the "Adjustment for Withdrawal," and the PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," but it will not be less than zero.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur as follows:

(i) the PBG will be reset to the lesser of:

- (a) the PBG reduced by the amount of the Withdrawal, but it will not be less than zero; or
- (b) the PBG minus the RALP on the date of (but prior to) the Withdrawal and further reduced by an amount calculated as follows, but it will not be less than zero:

a X b where:
c

- a** = the amount of the Withdrawal minus the RALP
- b** = the PBG minus the RALP on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

(ii) the BB will be reduced by an amount as calculated below:

d X e where:
f

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

Adjustment for Withdrawal Definition: When the WAB, PBG or BB is reduced by a Withdrawal in the same proportion as the Contract Value is reduced, the proportional amount deducted is the "Adjustment for Withdrawal." The "Adjustment for Withdrawal" is calculated as follows:

g X h where:
i

- g** = the amount the Contract Value is reduced by the Withdrawal
- h** = the WAB, BB or PGB (as applicable) on the date of (but prior to) the Withdrawal
- i** = the Contract Value on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries.

1. On the Rider Anniversary following the Waiting Period

If a Withdrawal was taken during the Waiting Period and You did not decline any Annual Rider Fee increase as described in the Rider Charges provision, the BB, WAB and PBG are reset to the Contract Value.

If a Withdrawal was taken during the Waiting Period and You declined any Annual Rider Fee increase, the BB, WAB and PBG are reset as described in the Rider Charges provision.

2. On Rider Credit Dates

If You did not take any Withdrawals and You did not decline any Annual Rider Fee increase, a Rider Credit may be available. On the first Rider Credit Date, the Rider Credit equals the CB 180 days following the Rider Effective Date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the CB as of the prior Rider Credit Date multiplied by the Rider Credit Percentage associated with the current Rider Credit Date.

On the first Rider Credit Date the BB and WAB will be set to the greater of:

- (A) the current BB, or
- (B) the BB 180 days following the Rider Effective Date increased by the Rider Credit and any additional purchase payments since 180 days following the Rider Effective Date.

On any subsequent Rider Credit Dates the BB and WAB will be set to the greater of:

- (A) the current BB, or
- (B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

If the CB is greater than zero, the CB will be permanently reset to zero on the last Rider Credit Date after any adjustment to the WAB and BB, and there will be no additional Rider Credits.

3. Annual Step Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You take any Withdrawals during the Waiting Period, the Annual Step-up will not be available until the Rider Anniversary following the Waiting Period. If You decline any Annual Rider Fee increase, future Annual Step-ups will no longer be available.

The Annual Step-up will be executed on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Rider Credit is added. If an Annual Step-up is executed, the PBG, BB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater.

- (C) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

4. The WAB on Rider Anniversaries

Unless You decline any Annual Rider Fee increase or take a Withdrawal during the Waiting Period, the WAB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater. If a Withdrawal was taken during the Waiting Period, the WAB will be increased to the Contract Value, if the Contract Value is greater, starting on the Rider Anniversary following the Waiting Period.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the RALP on the most recent Rider Anniversary, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

- 1. the ALP is available,
- 2. the RMD is for this contract alone,
- 3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
- 4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations

thereunder that were in effect on the Rider Effective Date.

A Withdrawal during the Waiting Period will reset the benefits as described in the Rider Anniversary Processing provision, item 1. After the Waiting Period, any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing. The amount in excess of the RALP that is not subject to Excess Withdrawal Processing will be recalculated if the ALP changes due to Lifetime Payment Percentage changes.

Investment Options and Limits

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options shown under Contract Data, ranging from conservative to more aggressive risk classifications. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any Annual Rider Fee increase as described in the Rider Charges provision.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments and any purchase payment credits to one of the available

investment options. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification. If Your current investment option classification is more aggressive than the Target Investment Option Classification shown under Contract Data and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. (If the reallocation occurs during the Waiting Period, the prior Withdrawal will have already reset Your benefits to zero until the end of the Waiting Period.) If the reallocation occurs after the Waiting Period, Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG and WAB will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value, additional purchase payments and any purchase payment credits as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline any Annual Rider Fee increase as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on an anniversary is less than four times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners, (2) automated transfers necessary to adjust Contract Value allocations to match the allocation percentages utilized in certain investment options, or (3) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Rider Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.
2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.

3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero. The WAB will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the lifetime benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the surviving Covered Spouse.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the PBG is greater than zero and the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the PBG is greater than zero and the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage used for the youngest age in the first Age Band shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBG.

In (1) and (2) above:

- After the date of death, there will be no additional Rider Credits or Annual Step-ups.
 - The Lifetime Payment Percentage used will be set as of the date of death.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. On the remaining Covered Spouse's date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Rider Credits.
 4. If the PBG equals zero, the benefit terminates. No further payments are made.

Change of Ownership

Since the joint life benefit requires that the surviving Covered Spouse continue the contract under the Spouse's Option to Continue Contract provision, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. Ownership changes are only allowed between the Covered Spouses and are subject to Our approval, if allowed by state law. No other ownership changes are allowed as long as the rider is in force.

Assignment

If allowed by state law, an assignment is subject to Our approval.

Annuity Provisions

On the Annuitization Start Date You can choose one of the payout options available under the contract or an

alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of both Covered Spouses or depletion of the PBG. If You choose to receive the ALP, the amount payable each year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that year. These annualized amounts will be paid in monthly installments until the later of death of both Covered Spouses or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.
 - (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups and spousal continuation Step-ups,
- (ii) any ability to make additional purchase payments,
- (iii) any future Rider Credits, and the CB will be permanently reset to zero, and
- (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and
- (v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

If You decline any Annual Rider Fee increase, the WAB will not be increased on Rider Anniversaries.

If You take a Withdrawal during the Waiting Period, on the Rider Anniversary at the end of the Waiting Period, the PBG and BB will be set equal to the lesser of:

- (i) the applicable PBG or BB at the time of the first Withdrawal, plus any purchase payments made since the first Withdrawal, minus total Withdrawals taken, or

(ii) the Contract Value.

The WAB will be set equal to the BB.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25% higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these

changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average rider charge, for that contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.

2. The rider will terminate on the Annuitization Start Date.

3. In relation to certain Annual Rider Fee increases as described in the Rider Charges provision, your Written Request will terminate the rider.

4. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.

5. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company



Secretary

2.

1.

Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource Stages®] Rider

Covered Spouses

[John Doe] 4.

[Jane Doe] 4.

Rider Effective Date

[10/01/2009] 4.

Initial Annual Rider Fee

5. [1.40%]

Maximum Annual Rider Fee

[2.50%] 7.

Maximum BB, CB, WAB and PBG

[\$10,000,000.00] 9.

Waiting Period

[3 Years] 10.

Adjustment Threshold

11. [20%]

Rider Credit Dates	Rider Credit Percentage
1 st Rider Anniversary	6%
2 nd Rider Anniversary 12.	6% 13.
3 rd Rider Anniversary	6%
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary	6%

Age Bands	Lifetime Payment Percentage*	
	Percentage A	Percentage B
[50-58] 14.	[4%] 15.	[3%] 16.
59-64	5%	4%
65-79	6%	5%
[80+] 14.	[7%] 15.	[6%] 16.

* After the Waiting Period, the first Withdrawal in a contract year will set the percentage as either Percentage A or Percentage B, and it will not change for the remainder of the contract year. See the "Percentage A and Percentage B" section of the Lifetime Payment Percentage provision.

Initial Investment Selection

[Moderately Aggressive] 4.

Target Investment Option Classification

[Moderate] 17.

Number of Elective Investment Option Changes

[2] 18.

Permitted Per Contract Year

19.

Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator] asset allocation program. The [Portfolio Navigator] asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. You may select from the following [Portfolio Navigator] models: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change asset allocation models, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.

Guaranteed Lifetime Withdrawal Benefit Rider

Single Life

[SecureSource Stages® Rider] 1.

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

A Withdrawal during the Waiting Period will set benefits to zero until the end of the Waiting Period. Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

The following words are often used in this rider. When We use these words, this is what We mean:

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Waiting Period and after the Covered Person has reached the youngest age in the first Age Band shown under Contract Data. When the ALP is available, the annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with a set of Lifetime Payment Percentages. You must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

The Annual Step-Up is an increase in the Benefit Base and/or the Principal Back Guarantee and a possible increase in the Lifetime Payment Percentage that is available each Rider Anniversary if Your Contract Value increases, subject to certain conditions as described in the Rider Anniversary Processing provision.

Benefit Base (BB)

The Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken after the Waiting Period and before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment when the ALP is available.

Excess Withdrawal Processing

After the Waiting Period, Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment and is shown under Contract Data. Two percentages are shown for each Age Band, Percentage A and Percentage B, and the percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a warranty that total Withdrawals will not be less than purchase payments You have made, increased by Annual Step-ups, as long as there is no Excess Withdrawal or benefit reset.

Remaining Annual Lifetime Payment (RALP)

As You make Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that year is reduced. Whenever the ALP is available, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Credit, Rider Credit Date

The Rider Credit is an amount that can be added to the Benefit Base on all Rider Credit Dates as long as no Withdrawals have been taken since the Rider Effective Date and You do not decline any Annual Rider Fee increase as described in the Rider Charges provision. Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the Benefit Base, subject to certain limitations as described in the Rider Anniversary Processing provision.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise provided.

Waiting Period

The Waiting Period is the number of years, shown under Contract Data, before You can take a Withdrawal without affecting benefits under the rider. The Waiting Period starts on the Rider Effective Date. The day prior to the Rider Anniversary, after the number of years shown, is the last day of the Waiting Period.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is one of the components used to determine the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year that the lifetime benefit is available.

The lifetime benefit amount can vary based on Your Attained Age and based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year after the Waiting Period, the percentage used to determine the benefit amount is set when the first Withdrawal is taken and fixed for the remainder of that year.

At any time after the Waiting Period, as long as Your total Withdrawals during the current year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits may be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount and Principal Back Guarantee can be increased if Your Contract Value has increased on a Rider Anniversary as described in the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band. The ALP will be available on later of (1) the Rider Anniversary after the Waiting Period or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP.

The RALP will be zero during the Waiting Period.

After the Waiting Period, the RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. Two Lifetime Payment Percentages are shown for each Age Band under Contract Data, Percentage A and Percentage B. Throughout the remainder of this rider, Your Lifetime Payment Percentage will be either Percentage A or Percentage B for a given Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is the percentage shown under Contract Data for the Covered Person's Attained Age.

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline any Annual Rider Fee increase or if a Withdrawal has been taken since the ALP was made available, then the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Percentage A and Percentage B

The following determines whether Percentage A or Percentage B is used.

During the Waiting Period, Percentage A will be used to determine the amount payable to beneficiaries under the Principal Back Guarantee described in the Death Benefit Before the Annuitization Start Date provision.

After the Waiting Period, a comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether Percentage A or Percentage B is used to calculate the ALP unless the percentage is fixed as described below. On each Valuation Date, if the value calculated below is less than the Adjustment Threshold shown under Contract Data, then Percentage A shown under Contract Data is used in calculating Your ALP, otherwise Percentage B is used. The value is calculated as follows, but it will not be less than zero:

1 - (a/b)

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is available, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

Percentage A or Percentage B will be determined at the earliest of (1), (2) or (3) below and remain fixed for as long as the benefit is payable:

- (1) if the ALP is established, when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to Percentage A if more favorable to You.

Rider Effective Date Values, Effect of Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

Before a Withdrawal is taken in the Waiting Period and at any time after the Waiting Period, the WAB, CB (unless it has been permanently set to zero), BB and PBG will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, the CB will be permanently reset to zero when the first Withdrawal is taken, and there will be no additional Rider Credits.

If the first Withdrawal is taken during the Waiting Period, the WAB, BB and PBG will be set equal to zero until the end of the Waiting Period.

Whenever a Withdrawal is taken after the Waiting Period:

- (A) The WAB will be reduced by the "Adjustment for Withdrawal"
- (B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB does not change and the PBG is reduced by the amount of the Withdrawal, but it will not be less than zero.
- (C) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB will be reduced by the "Adjustment for Withdrawal," and the PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," but it will not be less than zero.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur as follows:

- (i) the PBG will be reset to the lesser of:
 - (a) the PBG reduced by the amount of the Withdrawal, but it will not be less than zero; or
 - (b) the PBG minus the RALP on the date of (but prior to) the Withdrawal and further reduced by an amount calculated as follows, but it will not be less than zero:

$a \times b$ where:

c

- a** = the amount of the Withdrawal minus the RALP
- b** = the PBG minus the RALP on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

- (ii) the BB will be reduced by an amount as calculated below:

$d \times e$ where:

f

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

Adjustment for Withdrawal Definition: When the WAB, PBG or BB is reduced by a Withdrawal in the same proportion as the Contract Value is reduced, the proportional amount deducted is the "Adjustment for Withdrawal." The "Adjustment for Withdrawal" is calculated as follows:

$g \times h$ where:

i

- g** = the amount the Contract Value is reduced by the Withdrawal
- h** = the WAB, BB or PGB (as applicable) on the date of (but prior to) the Withdrawal
- i** = the Contract Value on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries.

1. On the Rider Anniversary following the Waiting Period

If a Withdrawal was taken during the Waiting Period and You did not decline any Annual Rider Fee increase as described in the Rider Charges provision, the BB, WAB and PBG are reset to the Contract Value.

If a Withdrawal was taken during the Waiting Period and You declined any Annual Rider Fee increase, the BB, WAB and PBG are reset as described in the Rider Charges provision.

2. On Rider Credit Dates

If You did not take any Withdrawals and You did not decline any Annual Rider Fee increase, a Rider Credit may be available. On the first Rider Credit Date, the Rider Credit equals the CB 180 days following the Rider Effective Date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the CB as of the prior Rider Credit Date multiplied by the Rider Credit Percentage associated with the current Rider Credit Date.

On the first Rider Credit Date the BB and WAB will be set to the greater of:

- (A) the current BB, or
- (B) the BB 180 days following the Rider Effective Date increased by the Rider Credit and any additional purchase payments since 180 days following the Rider Effective Date.

On any subsequent Rider Credit Dates the BB and WAB will be set to the greater of:

- (A) the current BB, or
- (B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

If the CB is greater than zero, the CB will be permanently reset to zero on the last Rider Credit Date after any adjustment to the WAB and BB, and there will be no additional Rider Credits.

3. Annual Step Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You take any Withdrawals during the Waiting Period, the Annual Step-up will not be available until the Rider Anniversary following the Waiting Period. If You decline any Annual Rider Fee increase, future Annual Step-ups will no longer be available.

The Annual Step-up will be executed on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Rider Credit is added. If an Annual Step-up is executed, the PBG, BB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater.
- (C) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

4. The WAB on Rider Anniversaries

Unless You decline any Annual Rider Fee increase or take a Withdrawal during the Waiting Period, the WAB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater. If a Withdrawal was taken during the Waiting Period, the WAB will be increased to the Contract Value, if the Contract Value is greater, starting on the Rider Anniversary following the Waiting Period.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the RALP on the most recent Rider Anniversary, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is available,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations

thereunder that were in effect on the Rider Effective Date.

A Withdrawal during the Waiting Period will reset the benefits as described in the Rider Anniversary Processing provision, item 1. After the Waiting Period, any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing. The amount in excess of the RALP that is not subject to Excess Withdrawal Processing will be recalculated if the ALP changes due to Lifetime Payment Percentage changes.

Investment Options and Limits

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options shown under Contract Data, ranging from conservative to more aggressive risk classifications. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any Annual Rider Fee increase as described in the Rider Charges provision.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments and any purchase payment credits to one of the available investment options. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the

Target Investment Option Classification. If Your current investment option classification is more aggressive than the Target Investment Option Classification shown under Contract Data and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. (If the reallocation occurs during the Waiting Period, the prior Withdrawal will have already reset Your benefits to zero until the end of the Waiting Period.) If the reallocation occurs after the Waiting Period, Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG and WAB will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value, additional purchase payments and any purchase payment credits as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline any Annual Rider Fee increase as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on an anniversary is less than four times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners, (2) automated transfers necessary to adjust Contract Value allocations to match the allocation percentages utilized in certain investment options, or (3) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Rider Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the PBG is greater than zero and the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the PBG is greater than zero and the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage used for the youngest age in the first Age Band shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBG.

In (1) and (2) above:

- After the date of death, there will be no additional Rider Credits or Annual Step-ups.
- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.

3. On the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Rider Credits.
4. If the PBG equals zero, the benefit terminates. No further payments are made.

Change of Ownership

If allowed by state law, a change of ownership is subject to Our approval. If there is a change of ownership and the Covered Person remains the same, the rider continues with no change to any of the rider benefits. If there is a change of ownership and the Covered Person would be different, the rider terminates.

Assignment

If allowed by state law, an assignment is subject to Our approval.

Annuity Provisions

On the Annuitization Start Date You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that year. These annualized amounts will be paid in monthly installments until the later of death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.
 - (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
 - (i) all future Annual Step-ups,
 - (ii) any ability to make additional purchase payments,
 - (iii) any future Rider Credits, and the CB will be permanently reset to zero, and
 - (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and
 - (v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive

investment option will further limit the investment options available to the then current and less aggressive investment options.

If You decline any Annual Rider Fee increase, the WAB will not be increased on Rider Anniversaries.

If You take a Withdrawal during the Waiting Period, on the Rider Anniversary at the end of the Waiting Period, the PBG and BB will be set equal to the lesser of:

- (i) the applicable PBG or BB at the time of the first Withdrawal, plus any purchase payments made since the first Withdrawal, minus total Withdrawals taken, or
- (ii) the Contract Value.

The WAB will be set equal to the BB.

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25% higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average rider charge, for that contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. A change of ownership that would result in a different Covered Person will terminate the rider.
4. The rider will terminate on the Annuitization Start Date.
5. In relation to certain Annual Rider Fee increases as described in the Rider Charges provision, Your Written Request will terminate the rider.
6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company



2.

Secretary

1.

Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource Stages®] Rider

Covered Person

[John Doe] 4.

Rider Effective Date

4. [10/01/2009]

Initial Annual Rider Fee

[1.20%] 5.

Maximum Annual Rider Fee

7. [2.00%]

Maximum BB, CB, WAB and PBG

[\$10,000,000.00] 9.

Waiting Period

[3 Years] 10.

Adjustment Threshold

11. [20%]

Rider Credit Dates	Rider Credit Percentage
[1 st Rider Anniversary] 12.	[6%] 13.
2 nd Rider Anniversary	6%
3 rd Rider Anniversary	6%
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary	6%

Age Bands	Lifetime Payment Percentage*	
	Percentage A	Percentage B
[50-58] 14.	[4%] 15.	[3%] 16.
59-64	5%	4%
65-79	6%	5%
[80+]	[7%]	[6%]

* After the Waiting Period, the first Withdrawal in a contract year will set the percentage as either Percentage A or Percentage B, and it will not change for the remainder of the contract year. See the "Percentage A and Percentage B" section of the Lifetime Payment Percentage provision.

Initial Investment Selection

[Moderately Aggressive] 4.

Target Investment Option Classification

[Moderate] 17.

Number of Elective Investment Option Changes

[2] 18.

Permitted Per Contract Year

19. [Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator] asset allocation program. The [Portfolio Navigator] asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. You may select from the following [Portfolio Navigator] models: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive.] If you elect to change asset allocation models, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.]

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

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: See "Form Schedule".		

	Item Status:	Status Date:
Satisfied - Item: Variability Statements		
Comments: Attached please find Statements of Variability that provide specific annotated detail regarding all items bracketed as variable in the submitted forms.		
Attachments: Statement of Variability 411265-DPSIG.pdf Statement of Variability 411265-DPSG1.pdf Statement of Variability 411265-DPFCL.pdf Statement of Variability 411265-DPIN5.pdf Statement of Variability 411265-DPIN7.pdf Statement of Variability 411265-DPIN10.pdf Statement of Variability 411265-DPBS6.pdf Statement of Variability 411265-DPBS8.pdf Statement of Variability 411266 application.pdf Statement of Variability 411267 OAF.pdf Statement of Variability 411270 allocations.pdf Statement of Variability 411269, 411271, 411272, 411273, 411274, 411275.pdf Statement of Variability-Form 411277.pdf Statement of Variability-Forms 411278, DP411278.pdf		

SERFF Tracking Number: AEMN-126224426 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43492
 Company Tracking Number: 411265AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca Full Filing/411265

Statement of Variability-Forms 411279, DP411279.pdf
 Statement of Variability-Forms 411280, DP411280.pdf
 Statement of Variability-Forms 411281, DP411281.pdf
 Statement of Variability-Forms 411282, DP411282.pdf
 Statement of Variability-Forms 411283, DP411283.pdf
 Statement of Variability-Forms 411284-SG, 411284-JT, DP411284-SG, DP411284-JT.pdf
 Statement of Variability 411265 and 411276.pdf

Item Status: **Status Date:**

Satisfied - Item: Forms List

Comments:

Attachment:

Forms List AR 411265.pdf

Item Status: **Status Date:**

Satisfied - Item: Certifications

Comments:

Attachments:

AR Certification.pdf

AR Cert of Compliance Reg 33 411265.pdf

Item Status: **Status Date:**

Satisfied - Item: Consumer Information Notice

Comments:

Attachments:

34146 D (1-04) - AR Guaranty Association notice.pdf

271786 D (01-07) - ODL Multi Fixed Consumer Info - AR.pdf

RiverSource Life Insurance Company
Statement of Variability
Version Date 8-11-2009

Variable Material for Form 411265-DPSIG and state variations thereof, Contract Data for Signature Select

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	\$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.

	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	\$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.
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	100	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	100	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. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. Annual Variable Account Administrative Charge	0.15% of the daily net asset value	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
25. Contract Administrative Charge Initial Annual Charge	\$40	\$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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

33. 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.

34. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.
35. 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.
36. Variable account fund names – funds offered may change over time.
37. 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.)
38. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
39. The Asset Allocation Program model selected by the applicant will print.
40. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
41. 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.
42. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
43. 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.
44. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.
45. 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
1.30%	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.

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.

46. 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
Version Date 8-11-2009

Variable Material for Form 411265-DPSG1 and state variations thereof, Contract Data for Signature One Select

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	\$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.

	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	\$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.
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. Purchase Payment Credits Band 1 Cumulative Net Purchase Payment Amount	\$0 - \$249,999.99	\$0 - \$5,000,000	Based on the competitive or economic environment and product design. Will not change often.
19. Purchase Payment Credits Band 2 Cumulative Net Purchase Payment Amount	\$250,000.00 +	\$0 - \$5,000,000	Based on the competitive or economic environment and product design. Will not change often.
20. Purchase Payment Credits Band 1 Net Purchase Payment Credit Percentage	4%	1% - 8%	Based on the competitive or economic environment and product design. Will not change often.
21. Purchase Payment Credits Band 2 Net Purchase Payment Credit Percentage	5%	1% - 8%	Based on the competitive or economic environment and product design. Will not change often.
22. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
23. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. 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.
25. TI Waiver Benefit Age	100	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.
26. ROPP Benefit Age	100	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.
27. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.
28. Annual Variable Account Administrative Charge	0.15% of the daily net asset value	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
29. Contract Administrative Charge Initial Annual Charge	\$40	\$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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.

	Current value	Range of possible values	When it might change for new issues
35. 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.

36. 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.
37. Purchase Payment Credits Crediting Method. Either "Crediting Method 1" or "Crediting Method 2" will show in the brackets, depending on the current product design for this product. The Crediting Method would only change for new issues of the contract.
38. Purchase Payment Credits Cumulative Net Purchase Payment and Net Purchase Payment Credit Percentage section. This section is bracketed to indicate that it is related to Crediting Method 1. If Crediting Method 2 were used, the information contained in the brackets will be deleted and replaced with a single percentage, ranging from 1% to 8%.
39. Purchase Payment Credits section. This section is bracketed to indicate that if we no longer offered Purchase Payment Credits for this product or if we no longer offered Purchase Payment Credits for contracts with smaller initial purchase payment amounts, the information contained in the brackets will be deleted.
40. 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.
41. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.
42. 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.
43. Variable account fund names – funds offered may change over time.
44. 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.)
45. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
46. The Asset Allocation Program model selected by the applicant will print.
47. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
48. 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.

- 49. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
- 50. 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.
- 51. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.
- 52. 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
Until 9 th Contract Anniversary	1.60%	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.
9 th Contract Anniversary	1.30%	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.

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
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.

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.

53. 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
Version Date 8-11-2009

Variable Material for Form 411265-DPFCL and state variations thereof, Contract Data for FlexChoice Select

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	\$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.

	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	\$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.
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	100	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	100	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. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. Annual Variable Account Administrative Charge	0.15% of the daily net asset value	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
25. Contract Administrative Charge Initial Annual Charge	\$40	\$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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

33. 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.

34. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.
35. 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.
36. Variable account fund names – funds offered may change over time.
37. 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.)
38. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
39. The Asset Allocation Program model selected by the applicant will print.
40. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
41. 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.
42. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
43. 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.
44. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.

45. 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
1.55%	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.

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.

46. 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
Version Date 8-11-2009

Variable Material for Form 411265-DPIN5 and state variations thereof, Contract Data for Innovations Select

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	\$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.

	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	\$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.
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	100	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	100	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. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. Annual Variable Account Administrative Charge	0.15% of the daily net asset value	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
25. Contract Administrative Charge Initial Annual Charge	\$40	\$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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

33. 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.

34. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.
35. 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.
36. Variable account fund names – funds offered may change over time.
37. 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.)
38. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
39. The Asset Allocation Program model selected by the applicant will print.
40. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
41. 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.
42. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
43. 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.
44. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.
45. 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
1.40%	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.

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.

46. 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
Version Date 8-11-2009

Variable Material for Form 411265-DPIN7 and state variations thereof, Contract Data for Innovations Select

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	\$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.

	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	\$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.
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	100	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	100	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. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. Annual Variable Account Administrative Charge	0.15% of the daily net asset value	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
25. Contract Administrative Charge Initial Annual Charge	\$40	\$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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

33. 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.

34. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.
35. 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.
36. Variable account fund names – funds offered may change over time.
37. 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.)
38. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
39. The Asset Allocation Program model selected by the applicant will print.
40. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
41. 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.
42. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
43. 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.
44. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.
45. 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
1.05%	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.

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.

46. 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
Version Date 8-11-2009

Variable Material for Form 411265-DPIN10 and state variations thereof, Contract Data for Innovations Select

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	\$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.

	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	\$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.
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	100	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	100	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. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. Annual Variable Account Administrative Charge	0.15% of the daily net asset value	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
25. Contract Administrative Charge Initial Annual Charge	\$40	\$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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

33. 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.

34. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.
35. 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.
36. Variable account fund names – funds offered may change over time.
37. 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.)
38. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
39. The Asset Allocation Program model selected by the applicant will print.
40. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
41. 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.
42. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
43. 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.
44. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.
45. 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.

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.

46. 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
Version Date 8-11-2009

Variable Material for Form 411265-DPBS6 and state variations thereof, Contract Data for Builder Select

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	\$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.

	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	\$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.
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. Purchase Payment Credits Band 1 Cumulative Net Purchase Payment Amount	\$0 - \$99,999.99	\$0 - \$5,000,000	Based on the competitive or economic environment and product design. Will not change often.
19. Purchase Payment Credits Band 2 Cumulative Net Purchase Payment Amount	\$100,000.00 - \$249,999.99	\$0 - \$5,000,000	Based on the competitive or economic environment and product design. Will not change often.
20. Purchase Payment Credits Band 3 Cumulative Net Purchase Payment Amount	\$250,000.00 +	\$0 - \$5,000,000	Based on the competitive or economic environment and product design. Will not change often.
21. Purchase Payment Credits Band 1 Net Purchase Payment Credit Percentage	2%	1% - 8%	Based on the competitive or economic environment and product design. Will not change often.
22. Purchase Payment Credits Band 2 Net Purchase Payment Credit Percentage	3%	1% - 8%	Based on the competitive or economic environment and product design. Will not change often.

	Current value	Range of possible values	When it might change for new issues
23. Purchase Payment Credits Band 3 Net Purchase Payment Credit Percentage	4%	1% - 8%	Based on the competitive or economic environment and product design. Will not change often.
24. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
25. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.
26. 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.
27. TI Waiver Benefit Age	100	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.
28. ROPP Benefit Age	100	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.
29. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.
30. Annual Variable Account Administrative Charge	0.15% of the daily net asset value	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
31. Contract Administrative Charge Initial Annual Charge	\$40	\$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.
32. 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.
33. 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.
34. 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.

	Current value	Range of possible values	When it might change for new issues
35. 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.
36. 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.
37. 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.

38. 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.
39. Purchase Payment Credits Crediting Method. Either "Crediting Method 1" or "Crediting Method 2" will show in the brackets, depending on the current product design for this product. The Crediting Method would only change for new issues of the contract.
40. Purchase Payment Credits Cumulative Net Purchase Payment and Net Purchase Payment Credit Percentage section. This section is bracketed to indicate that it is related to Crediting Method 1. If Crediting Method 2 were used, the information contained in the brackets will be deleted and replaced with a single percentage, ranging from 1% to 8%.
41. Purchase Payment Credits section. This section is bracketed to indicate that if we no longer offered Purchase Payment Credits for this product or if we no longer offered Purchase Payment Credits for contracts with smaller initial purchase payment amounts, the information contained in the brackets will be deleted.
42. 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.
43. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.
44. 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.
45. Variable account fund names – funds offered may change over time.
46. 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.)

47. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
48. The Asset Allocation Program model selected by the applicant will print.
49. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
50. 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.
51. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
52. 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.
53. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.
54. 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
1.50%	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.

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
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.

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.

55. 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
Version Date 8-11-2009

Variable Material for Form 411265-DPBS8 and state variations thereof, Contract Data for Builder Select

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	\$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.

	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	\$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.
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. Purchase Payment Credits Band 1 Cumulative Net Purchase Payment Amount	\$0 - \$99,999.99	\$0 - \$5,000,000	Based on the competitive or economic environment and product design. Will not change often.
19. Purchase Payment Credits Band 2 Cumulative Net Purchase Payment Amount	\$100,000.00 - \$249,999.99	\$0 - \$5,000,000	Based on the competitive or economic environment and product design. Will not change often.
20. Purchase Payment Credits Band 3 Cumulative Net Purchase Payment Amount	\$250,000.00 +	\$0 - \$5,000,000	Based on the competitive or economic environment and product design. Will not change often.
21. Purchase Payment Credits Band 1 Net Purchase Payment Credit Percentage	2%	1% - 8%	Based on the competitive or economic environment and product design. Will not change often.
22. Purchase Payment Credits Band 2 Net Purchase Payment Credit Percentage	3%	1% - 8%	Based on the competitive or economic environment and product design. Will not change often.

	Current value	Range of possible values	When it might change for new issues
23. Purchase Payment Credits Band 3 Net Purchase Payment Credit Percentage	4%	1% - 8%	Based on the competitive or economic environment and product design. Will not change often.
24. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
25. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.
26. 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.
27. TI Waiver Benefit Age	100	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.
28. ROPP Benefit Age	100	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.
29. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.
30. Annual Variable Account Administrative Charge	0.15% of the daily net asset value	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
31. Contract Administrative Charge Initial Annual Charge	\$40	\$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.
32. 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.
33. 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.
34. 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.

	Current value	Range of possible values	When it might change for new issues
35. 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.
36. 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.
37. 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.

38. 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.
39. Purchase Payment Credits Crediting Method. Either "Crediting Method 1" or "Crediting Method 2" will show in the brackets, depending on the current product design for this product. The Crediting Method would only change for new issues of the contract.
40. Purchase Payment Credits Cumulative Net Purchase Payment and Net Purchase Payment Credit Percentage section. This section is bracketed to indicate that it is related to Crediting Method 1. If Crediting Method 2 were used, the information contained in the brackets will be deleted and replaced with a single percentage, ranging from 1% to 8%.
41. Purchase Payment Credits section. This section is bracketed to indicate that if we no longer offered Purchase Payment Credits for this product or if we no longer offered Purchase Payment Credits for contracts with smaller initial purchase payment amounts, the information contained in the brackets will be deleted.
42. 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.
43. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.
44. 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.
45. Variable account fund names – funds offered may change over time.
46. 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.)

47. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
48. The Asset Allocation Program model selected by the applicant will print.
49. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
50. 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.
51. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
52. 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.
53. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.
54. 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
1.50%	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.

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
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.

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.

55. 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.

Statement of Variability

Generic Variable Application

Form 411266

The forms are designed for use with different RiverSource Life Insurance Company (RiverSource Life) variable annuity products and/or different distributors. Below is a description of the bracketed items. RiverSource Life also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation RiverSource Life 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.

Generic Variable Application - Form 411266

This application will be used to apply for variable annuities we may sell. The application is designed for use with different products and/or different distributors. Multiple language alternatives as noted for each annotation may be in effect at the same time, depending on the distributor. Below is a description of the bracketed application items.

1. **RiverSource Life Address, Service Phone, Logo**

Address changes such as addition of route numbers. Phone number changes. Logo design changes.

2. **Product Name**

The specific annuity product marketing name will print. Revised or additional annuity product names will print as may later be needed.

3. **Lower right corner internal administrative information**

Abbreviated product name and number, alpha from C-Z, numbers from 1-12 and 2009 - 2020, to allow for future minor form changes.

4. **Section 4 – Type of Annuity**

The types are each bracketed. Only the types available for the specific product will print on the specific product application. Empty brackets are for potential additional tax types.

All the IRA accounting payment source items are bracketed. The items will only print if the specific product is available as an IRA. Empty brackets are for potential additional IRA types.

Form names are bracketed to allow for change of name.

5. **Section 5 –[Contract] / [Benefit] Selection**

This text will print if the application is used for multiple contracts or options.

[Contract]

contract]

contract]

contract]

This text will print if the application is used for products for which the customer chooses the surrender charge schedule and will contain the specific surrender charge schedule reference. Empty brackets are for potential additional surrender charge schedules.

[Surrender Charge Options:]

[Must select one]

[4 Year surrender Charge]

[5 Year surrender Charge]

[6 Year surrender Charge]

[7 Year surrender Charge]

[8 Year surrender Charge]

[10 Year surrender Charge]

[0 Year surrender Charge]

]

This text will print if there are any death benefit option selections the customer may make. Age availability limits are bracketed for product specific age limits. Names and conditions such as age or other benefit requirements/prohibitions may change. Empty brackets are for potential additional death benefit selections.

[Death Benefit: Must select one] [If you are age [80] or older, only the ROPP is available. If no selection is made the death benefit will default to ROPP.]

- Return of Purchase Payment (ROPP)
- [Maximum Anniversary Value (MAV)]
- 5% Accumulation Death Benefit (5%)
- Enhanced (EDB)
-]

[Optional Death Benefits: You must select one] (Through age [75]. Not available with 5% or EDB).]

- No Optional Death Benefit Rider selected, [OR]]
- Benefit Protector® Death Benefit Rider], [OR]
- Benefit Protector® Plus Death Benefit Rider
(Exchange, Transfer or rollover only)
-]

This text will print if there are any living benefit options selections the customer may make. We expect to initially offer the SecureSource Stages riders, and plan to add the Accumulation Protector Benefit in the future. The other SecureSource rider may be added in the future. The Portfolio Navigator is bracketed to allow for another asset allocation program. Age availability limits are bracketed for product specific age limits. Names and conditions such as age or other benefit requirements/prohibitions may change.

[Optional Living Benefits]: [You must check one box.] [(Portfolio Navigator must be selected in box 6.)]

- No Optional Living Benefit Rider selected]
- [OR]

[[SecureSource StagesSM] Guaranteed Lifetime Withdrawal Benefit Rider] [(through age[80]):

- [Single Life Benefit]
- [Joint Life Benefit]

[OR]

[[SecureSource®] Guaranteed Lifetime Withdrawal Benefit Rider] [(through age[80]):

- [Single Life Benefit]
- [Joint Life Benefit]

[OR]

[Accumulation Protector Benefit®] [(through age [80]):

- [Guaranteed Minimum Accumulation Benefit Rider (GMAB)]]
- [OR]
- []

6. Section 6 – Purchase Payments

Portfolio Navigator Asset Allocation Program is bracketed to allow for a different asset allocation program. Form numbers and names are bracketed for change of number or title. Fixed Account options "6-Month Special DCA Fixed Account" and "12-Month Special DCA Fixed Account" 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.

7. Section 7 – Telephone/Electronic Transaction Authorization

This section will print if the application is used for product(s) where we allow the customer to authorize the agent to perform certain functions. The functions are bracketed since they may change.

8. Section 8 - If this annuity contract will be used to fund a tax-deferred retirement plan, please read and complete the information requested

The first bullet is bracketed to allow for potential future form title changes.

The item 4 empty brackets are for potential additional benefit/features.

The below item 4 benefit/features will print only for applications for products which have those benefit/features available.

- Access to a guaranteed interest rate in the fixed account]
- Access to multi-year interest rate guarantees]
- Access to purchase payment credits]

9. **Section 10 – Replacement**

This text will print for applications used in states that have adopted the NAIC model replacement regulation. If a state adopts a variation, the appropriate information will be included here instead. The title of the referenced form itself is bracketed for potential future form title changes.

[Do you have any existing annuity or life insurance contracts? Yes No

If YES, complete the [Important Notice: Replacement of Life Insurance and Annuity Contracts form.]

This text will print for applications used in other states.

[Will the annuity applied for replace any existing insurance or annuity? Yes No

If YES, provide details – Company, contract number, amount, reason – under **Section 9** Remarks and special instructions.]

10. **Section 11 – Social Security or Taxpayer Identification Number Certification**

The entire certification text is bracketed and will change as may later be needed to comply with IRS TIN certification requirements.

11. **Section 12 – Fraud Warnings**

The entire section is bracketed and will change as state specific requirements such as fraud warnings are adopted or changed.

12. **Section 13 – I/We Agree That:**

Various Titles and form numbers [Privacy Notice], [Product Disclosure], [411270], etc. are bracketed for potential future form title and number changes.

If the company begins to offer prospectuses on CD, the following bullet will be added:

- **Consent for Delivery of Initial prospectuses on CD-ROM:**

- Yes - By checking this box, I acknowledge that I have chosen to receive and have received the initial product and fund prospectuses on computer readable compact disk (“CD”), and that:**

- I understand that I have the right to receive the prospectuses in paper format, which has been offered to me.
- I have access to and understand how to use the hardware and software that are necessary to view the prospectuses (see CD label for hardware and software requirements).
- I understand that in order to retain paper copies of the prospectuses, I must either:
 - A. print the prospectuses found on the CD, incurring any printing costs myself; or
 - B. request the prospectuses in paper form free of charge by calling Customer Service toll-free at 1-800-333-3437.
- I understand that all future prospectus updates and supplements will be provided to me in paper form [unless I enroll in the [Ameriprise Financial Electronic Delivery Service]].

I understand that if I enroll in the Portfolio Navigator Asset Allocation Program, I have received the Investment Advisor Disclosure Document and the Investment Advisory Agreement together with the initial product prospectus on CD.

Text in the last bullet (required by the NAIC Model Modified Guaranteed Annuity regulation) will print for applications for products which contain Guarantee Period Accounts (GPAs) in states where available.

[Allocations and transfers to Guarantee Period Account(s) are subject to market value adjustments prior to the dates specified in the contract.]

The last sentence regarding the IRS is entirely bracketed and will change as may later be needed to comply with IRS TIN certification requirements.

13. **Section 14 – Agent’s Report**

Portions of the first sentence are bracketed to allow for different agent statements in states that have adopted the NAIC model replacement regulation

The Agent's Social Security Number is bracketed to allow for a change in agent number.

This agent commission option text will print with only the agent options available with the product(s).

[For Agent Use Only (check one)

Option A Option B] Option C] Option D] []]

Statement of Variability

Generic Variable Application Acknowledgment

Form 411267

The forms are designed for use with different RiverSource Life Insurance Company (RiverSource Life) variable annuity products and/or different distributors. Below is a description of the bracketed items. Only the choices made by the owner will appear on the form. RiverSource Life also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation RiverSource Life makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of the laws of the compact.

Generic Variable Annuity Application Acknowledgment - Form 411267

1. RiverSource Life Address, Service Phone, Logo

Address changes such as addition of route numbers. Phone number changes. Logo design changes.

2. Product Name

The specific annuity product marketing name will print. Current product names include RiverSource Signature Select, RiverSource Signature One Select, RiverSource Builder Select, RiverSource FlexChoice Select, RiverSource Innovations Select. Revised or additional annuity product names will print as may later be needed.

3. Lower right corner internal administrative information

Abbreviated contract name, alpha from C-Z, numbers from 1-12 and 2009 - 2020, to allow for future minor form changes.

4. Ownership Type

The specific type of ownership elected by the contract owner will be shown, such as Individual, Joint, Revocable Trust, Irrevocable Trust, Corporate, UGMA/UTMA.

5. Tax Type

The specific tax type indicated by the contract owner will be shown, such as Non-qualified, Traditional IRA, SEP-IRA, Roth IRA, TSA, etc.

6. John Doe Customer Information

Name, address, DOB, sex, citizenship, SSN/TIN, annuity contract date, initial purchase payment, beneficiary information, signature and date are bracketed as only contract specific information will be shown.

a. Surrender charge schedule

The length of the surrender charge schedule of the specific annuity product/option purchased by the customer will print.

b. Additional riders

The name(s) of rider(s) selected by the customer will print, such as Maximum Anniversary Value Death Benefit Rider, 5% Accumulation Death Benefit Rider, Enhanced Death Benefit Rider, Benefit Protector Death Benefit Rider, Benefit Protector Plus Death Benefit Rider, SecureSource StagesSM Guaranteed Lifetime Withdrawal Benefit Rider, Guaranteed Minimum Accumulation Benefit Rider. The below will print if the customer does not select any riders.

[No additional riders selected]

c. Initial allocation of net purchase payments

The specific accounts/subaccounts selected by the customer will print. If the customer selects an asset allocation model portfolio, the specific name will print such as:

[PORTFOLIO NAVIGATOR ASSET ALLOCATION MODEL PORTFOLIO: CONSERVATIVE MODEL]

In addition, shaded John Doe customer information such as mailing address, joint owner, joint annuitant, contingent annuitant, additional primary or contingent beneficiaries will print only if applicable.

7. Fraud Warnings

The entire section is bracketed and will change as state specific requirements such as fraud warnings are adopted or changed.

8. Telephone/Electronic Transaction Authorization

This section will print if the application is used for annuity product(s) where we allow the customer to authorize the agent to perform certain functions. The functions are bracketed since they may change.

9. Tax Qualified Plan Disclosure

This section is shaded to indicate the section will print only if applicable, i.e. only if the annuity is purchased as part of a tax-qualified plan.

- a. The first sentence of the first bullet is bracketed for potential future form title changes.
- b. The below fourth bullet text will print only for applications for annuity products which have that feature available:
 - Access to a guaranteed interest rate in the fixed account]
 - Access to multi-year interest rate guarantees]
 - Access to purchase payment credits]

10. Acknowledgements and Agreements

- a. SSN / TIN Certification
The entire certification text is bracketed and will change as may later be needed to comply with IRS TIN certification requirements.
- b. 3rd and 4th Bullets – Replacement Statement
Form 411267 will only be used in state “replacement” situations if paper state replacement forms are read, completed, signed and sent to RiverSource Life in advance.
 - i. In states that have not adopted the current version NAIC model replacement regulation, for non replacement situations this text will print:
[I affirm that this annuity is not a replacement of one or more annuity or life insurance contracts.]
 - ii. In states that have not adopted the current version NAIC model replacement regulation, for replacement situations this text will print:
[I affirm that this annuity is a replacement of one or more annuity or life insurance contracts, and that state replacement forms were read, completed, signed and sent to RiverSource Life in advance.]
 - iii. In states that have adopted the current version NAIC model replacement regulation, for non replacement situations this text will print. The title of the referenced form itself is bracketed for potential future form title changes.
[I affirm that (i) I am not considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer or otherwise terminating my existing contracts and (ii) I am not considering using funds from my existing contracts to pay premiums due on the new contract.]
 - iv. In states that have adopted the current version NAIC model replacement regulation, for replacement situations this text will print. The title of the referenced form itself is bracketed for potential future form title changes.
[I affirm that this annuity is a replacement of one or more annuity or life insurance contracts, and that the [Important Notice: Replacement of Life Insurance and Annuity] was read, completed, signed and sent to RiverSource Life in advance.]
- c. 5th and 6th Bullets – Non-Qualified / Tax-Qualified Disclosures
This bullet is shaded to indicate the section will print only if applicable, i.e. only if the annuity is purchased as a non-qualified annuity or part of a tax-qualified plan.
- d. 7th Bullet – IRA Disclosure
This bullet is shaded to indicate the section will print only if applicable, i.e. only if the annuity is purchased as an IRA. The title of the referenced form itself is bracketed for potential future form title changes.
[I/we acknowledge receipt of [“A Guide to Your RiverSource Life IRA”].]
- e. 8th and 9th Bullets
The title of the referenced forms are bracketed for potential future form title changes.
[I/we acknowledge receipt of RiverSource Life Insurance Company’s [Privacy Notice].
I/we acknowledge receipt of the [Product Disclosure] [and the Military Disclosure Form].]
- f. Text (required by the NAIC Model Modified Guaranteed Annuity regulation) will print for applications for products which contain Guarantee Period Accounts (GPAs) in states where available.
[Allocations and transfers to Guarantee Period Account(s) are subject to market value adjustments prior to the dates specified in the contract.]
- g. If application state is Florida, fraud language for Florida will appear here.
- h. Last sentence - IRS Disclosure
This sentence is bracketed to allow for future text changes from the IRS.

Statement of Variability

New Business Subaccount Allocations

411270

The forms are designed for use with different RiverSource Life Insurance Company (RiverSource Life) variable annuity products and/or different distributors. Below is a description of the bracketed items. RiverSource Life also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation RiverSource Life 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.

This form will be used with the applications for variable annuities we may sell. The application is designed for use with different products and/or different distributors. Below is a description of the bracketed application items.

1. **RiverSource Life Address, Logo**
Address changes such as addition of route numbers and/or logo design changes.
2. **Regular Fixed Account availability**
Bracketed to allow for future changes of this current rule.
3. **6-Month Special DCA Fixed Account and 12-Month Special DCA Fixed Account**
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.
4. **Subaccount and allocation options**
Bracketed to allow for future fund changes, either addition or deletion of funds, or fund name changes. The Initial and DCA allocations are bracketed as the owner will complete this information.
5. **Lower right corner internal administrative information**
Abbreviated product name and number, alpha from C-Z, numbers from 1-12 and 2009 - 2020, to allow for future form revisions such as fund name changes.

Statement of Variability

411269	401(a) Endorsement
411271	Variable unisex rates Endorsement
411272	GPA Endorsement
411273	Roth IRA Endorsement
411274	SIMPLE IRA Endorsement
411275	Traditional/SEP IRA Endorsement

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

These endorsements will be used with variable annuities we sell, to modify the death benefit and/or the tax type. Below is a description of the bracketed items.

1. Lower right corner internal administrative information

For version control, will have alphas from C-Z, numbers from 1-12 and 2009 - 2020, to allow for future minor form changes, such as officer signatures.

2. Officer Signature

The officer signature is bracketed to indicate that the name may change.

RiverSource Life Insurance Company
Statement of Variability
August 11, 2009

Rider Forms 411277 and state variations thereof

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. 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 always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The officer signature is bracketed to indicate that the name may change.
2. The bottom right corners are bracketed for use for internal administrative information. 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 last two numbers of a year, from 2009 to future years.

RiverSource Life Insurance Company
Statement of Variability
August 11, 2009

Rider Forms 411278 and state variations thereof
Specification Page Paragraph Insert Forms DP411278 and state variations thereof

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. 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 always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The officer signature is bracketed to indicate that the name may change.
2. The bottom right corners are bracketed for use for internal administrative information. 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 last two numbers of a year, from 2009 to future years.

Specification Page Form DP411278: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change 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 of the Contract Data page.

3. The rider effective date will print.

	Current value	Range of possible values	When it might change for new issues
4. MAV Benefit Age	79	65-100	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
5. Maximum MAV Date	Your 81st birthday	Your 70th birthday to Your 100th birthday	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often

RiverSource Life Insurance Company
Statement of Variability
August 11, 2009

Rider Forms 411279 and state variations thereof
Specification Page Paragraph Insert Forms DP411279 and state variations thereof

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. 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 always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information. 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 last two numbers of a year, from 2009 to future years.

Specification Page Form DP411279: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change 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 of the Contract Data page. The rider marketing name is bracketed to indicate that the name may change and is annotated as number 1.

4. The rider effective date will print.
5. Excluded Accounts. If Guarantee Period Accounts are no longer offered, that reference would be deleted. If other subaccounts or accounts are available to the contracts contain guaranteed values, they would be added.

	Current value	Range of possible values	When it might change for new issues
6. Accumulation DB Benefit Age	79	65-100	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
7. Accumulation Death Benefit Floor Percentage	5%	2% - 8%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
8. Maximum Variable Account Floor Date	Your 81st birthday	Your 70th birthday to Your 100th birthday	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often

RiverSource Life Insurance Company
Statement of Variability
August 11, 2009

Rider Forms 411280 and state variations thereof
Specification Page Paragraph Insert Forms DP411280 and state variations thereof

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. 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 always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The officer signature is bracketed to indicate that the name may change.
2. The bottom right corners are bracketed for use for internal administrative information. 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 last two numbers of a year, from 2009 to future years.

Specification Page Form DP411280: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change 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 of the Contract Data page.

3. The rider effective date will print.
4. Excluded Accounts. If Guarantee Period Accounts are no longer offered, that reference would be deleted. If other subaccounts or accounts are available to the contracts contain guaranteed values, they would be added.

	Current value	Range of possible values	When it might change for new issues
5. Enhanced Benefit Age	79	65-100	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
6. Maximum MAV Date	Your 81 st birthday	Your 70 th birthday to Your 100 th birthday	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
7. Maximum Variable Account Floor Date	Your 81 st birthday	Your 70 th birthday to Your 100 th birthday	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
8. Accumulation Death Benefit Floor Percentage	5%	2% - 8%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often

RiverSource Life Insurance Company
Statement of Variability
August 11, 2009

Rider Forms 411281 and state variations thereof
Specification Page Paragraph Insert Forms DP411281 and state variations thereof

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. 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 always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.

Specification Page Form DP411281: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change 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 of the Contract Data page. The rider marketing name is bracketed to indicate that the name may change and is annotated as number 1.

4. The rider effective date will print.

	Current value	Range of possible values	When it might change for new issues
5. Annual Rider Fee	.25%	.10%-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.
6. Age limit for first tier Rider Benefit Percentage	70	50-85	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often.
7. First tier Rider Benefit Percentage	40%	10% - 60%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often.

	Current value	Range of possible values	When it might change for new issues
8. Second tier Rider Benefit Percentage	15%	10% - 60%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often.
9. Maximum EAD Percentage	250%	100% - 300%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often.
10. BP Benefit Age	75	65-100	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often

RiverSource Life Insurance Company
Statement of Variability
August 11, 2009

Rider Forms 411282 and state variations thereof
Specification Page Paragraph Insert Forms DP411282 and state variations thereof

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. 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 always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information. 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 last two numbers of a year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.

Specification Page Form DP411282: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change 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 of the Contract Data page. The rider marketing name is bracketed to indicate that the name may change and is annotated as number 1.

4. The rider effective date will print.

	Current value	Range of possible values	When it might change
5. Annual Rider Fee	.40%	.10%-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.
6. Age limit for first tier Rider Benefit Percentage	70	50-85	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often.
7. First tier Rider Benefit Percentage	40%	10% - 60%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often.

	Current value	Range of possible values	When it might change
8. Second tier Rider Benefit Percentage	15%	10% - 60%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often.
9. Maximum EAD Percentage	250%	100% - 300%	Based on the competitive or economic environment, product design, and experienced mortality. Will change for new issues. Will not change often.
10. Death Occurring in Contract Years	1 – 2 3 – 4 5 and later	The years can range from 1 to 10 years with the last year followed by “and later.”	Based on the competitive or economic environment, product design, and experienced mortality. Will change based on applicant’s age at issue. Will not change often.
11. Exchange Amount Percentage	For Ages below 70: 0% 10% 20% For Ages 70 - 75: 0% 3.75% 7.50%	This will vary by age within a range of 0% - 30%.	Based on the competitive or economic environment, product design, and experienced mortality. Will change based on applicant’s age at issue. Will not change often.

RiverSource Life Insurance Company
Statement of Variability
August 11, 2009

Rider Forms 411283 and state variations thereof
Specification Page Paragraph Insert Forms DP411283 and state variations thereof

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. 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 always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information. 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 last two numbers of a year, from 2009 to future years.

Specification Page Form DP411283: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change 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 of the Contract Data page. The rider marketing name is bracketed to indicate that the name may change.

4. '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 rider.

	Current value	Range of possible values
5. Initial Annual Rider Fee	.80%	.10%-3.50%
6. Maximum Annual Rider Fee	1.75%	.10%-3.50%
7. Duration of Waiting Period	10	2 – 20
8. Automatic Step-up Percentage	80%	30% - 95%

9. The "Specified Investment Options/Allocation Restrictions and Limitations" paragraph is bracketed to indicate that (1) if the restriction does not apply, this paragraph will not appear on the specification page form or (2) if additional investment options such as various "fund of funds" as indicated in paragraph (A) below, or if only various "fund of funds" are available as indicated in paragraph (B) below, one of the paragraphs shown below will appear in place of the paragraph shown on the form. Within the paragraphs, the marketing name for the asset allocation program, and the fund of fund names may change. The model and portfolio names are bracketed to allow us to change the available models/portfolios for new issues. For example, we may not offer an Aggressive option at all times.

(A) The following disclosure paragraph to be used AFTER introduction of "Fund of Funds."

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires either 1) participation in the [Portfolio Navigator] asset allocation program, or 2) 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to one of the [XYZ Fund Asset AllocationSM Portfolios]. The [Portfolio Navigator] asset allocation program contains

certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. [XYZ Fund Asset AllocationSM Portfolios] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [Portfolio Navigator] models or [XYZ Fund Asset AllocationSM Portfolios]: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change allocations or Asset Allocation Models, the Annual Rider Fee may increase. See the Rider Charges provision on page 3 of your rider.]

(B) The following disclosure paragraph to be used if only "Fund of Funds."

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to one of the [XYZ Fund Asset AllocationSM Portfolios]. [XYZ Fund Asset AllocationSM Portfolios] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [XYZ Fund Asset AllocationSM Portfolios]: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change allocations or Asset Allocation Models, the Annual Rider Fee may increase. See the Rider Charges provision on page 3 of your rider.]

RiverSource Life Insurance Company
Statement of Variability
August 11, 2009

Rider Forms	411284-SG, 411284-JT and state variations thereof
Specification Page Paragraph Insert Forms	DP411284-SG, DP411284-JT and state variations thereof

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. 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 always meet or exceed the requirements of the laws of your state.

Rider Forms:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information. 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 last two numbers of a year, from 2009 to future years.

Specification Page Forms DP411284-SG and DP411284-JT: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change 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 of the Contract Data page. The rider marketing name is bracketed to indicate that the name may change.

4. '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 rider.

	Current value	Range of possible values
5. Initial Annual Rider Fee - Single Life	1.20%	.10%-3.50%
6. Initial Annual Rider Fee - Joint Life	1.40%	.10%-3.50%
7. Maximum Annual Rider Fee -Single Life	2.00%	.10%-3.50%
8. Maximum Annual Rider Fee -Joint Life	2.50%	.10%-3.50%
9. Maximum BB, CB, WAB and PBG	\$10,000,000	\$1,000,000 - \$20,000,000
10. Waiting Period	3 years	0 – 10 years
11. Adjustment Threshold	20%	5% - 90%
12. Rider Credit Date	1 st through 10 th rider anniversaries	Any dates or combination of dates between the first and 15th Rider Anniversary
13. Rider Credit Percentage	6%	1% to 50%
14. Age Bands	Four bands ranging from 50-80	1 to 6 bands ranging from 45 – 85

	Current value	Range of possible values
15. Percentage A	4% - 7%	3%-15%
16. Percentage B	3% - 6%	3%-15%
17. Target Investment Option	Moderate Model	Any available investment option that the company offers ranging from conservative to aggressive.
18. Number of Investment Option Changes Allowed Per Contract Year	2	1-5

19. The "Specified Investment Options/Allocation Restrictions and Limitations" paragraph is bracketed to indicate that (1) if the restriction does not apply, this paragraph will not appear on the specification page form or (2) if additional investment options such as various "fund of funds" as indicated in paragraph (A) below, or if only various "fund of funds" are available as indicated in paragraph (B) below, one of the paragraphs shown below will appear in place of the paragraph shown on the form. Within the paragraphs, the marketing name for the asset allocation program, and the fund of fund names may change. The model and portfolio names are bracketed to allow us to change the available models/portfolios for new issues. For example, we may not offer an Aggressive option at all times.

(A) The following disclosure paragraph to be used AFTER introduction of "Fund of Funds."

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires either 1) participation in the [Portfolio Navigator] asset allocation program, or 2) 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to one of the [XYZ Fund Asset AllocationSM Portfolios]. The [Portfolio Navigator] asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. [XYZ Fund Asset AllocationSM Portfolios] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [Portfolio Navigator] models or [XYZ Fund Asset AllocationSM Portfolios]: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change allocations or Asset Allocation Models, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.]

(B) The following disclosure paragraph to be used if only "Fund of Funds."

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to one of the [XYZ Fund Asset AllocationSM Portfolios]. [XYZ Fund Asset AllocationSM Portfolios] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [XYZ Fund Asset AllocationSM Portfolios]: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change allocations or Asset Allocation Models, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.]

RiverSource Life Insurance Company
Statement of Variability
Version Date 8-11-2009

Variable Material for Forms 411276 and 411265 and state variations thereof, Deferred Annuity Contracts

The forms are 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 your state.

1. RiverSource Life Address, Service Phone, Logo

The current address, 829 Ameriprise Financial Center, is used for the bank and broker dealer channel. When issued in the advisor channel, a different administrative office is used, 70100 Ameriprise Financial Center. The phone number will change when used in the advisor channel. The logo design may change over time, however it will not vary by channel.

2. Lower right corner internal administrative information

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 last two numbers of a year, from 2009 to future years.

3. Officer Signatures

The signatures will change if officers change.

4. Free Look provision

The language will vary to comply with your state's replacement regulations, if any, or if such regulations are adopted or changed. In those instances, our automated policy generation system will replace the provision with the appropriate language.

**Forms List and Highlights of Differences
AR**

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.	411265	Deferred Annuity Contract	273954	Approved	01/25/2006	31713
	411265-DPSIG	Contract Data Signature Select	273954DPSIG			
	411265-DPSG1	Contract Data Signature One Select	273954DPSG1			
	411265-DPFCL	Contract Data FlexChoice Select	273954DPFCL			
	411265-DPIN5	Contract Data Innovations Select - 5 yr sc	273954DPINN			
	411265-DPIN7	Contract Data Innovations Select - 7 yr sc				
	411265-DPIN10	Contract Data Innovations Select -10 yr sc				
	411265-DPBS6	Contract Data Builder Select - 6 yr sc	273954DPWFB			
	411265-DPBS8	Contract Data Builder Select - 8 yr sc				
2.	411266	Individual Variable Annuity Application	273956	Approved	01/25/2006	31713
3.	411267	Variable Annuity Application Acknowledgement Form	273957	Approved	01/25/2006	31713
4.	411270	New Business Subaccount Funds Allocation	N/A	N/A	N/A	N/A
5.	411269	401a Annuity Endorsement	272866	Approved	01/20/2004	24711
6.	411271	Variable Annuity Unisex Endorsement	273964	Approved	01/25/2006	31713
7.	411272	Guarantee Period Accounts Endorsement	131076	Approved	05/28/2004	26499
8.	411273	Annuity Endorsement Roth IRA	272109	Approved	10/02/2002	
9.	411274	Annuity Endorsement SIMPLE	131063A	Approved	04/10/2006	32336
10.	411275	Annuity Endorsement Trad-SEP IRA	272108	Approved	10/02/2002	
11.	411277	Return of Purchase Payment Death Benefit Rider	131072	Approved	07/24/2003	23575
12.	411278	Maximum Anniversary Value Death Benefit Rider	272869	Approved	02/03/2004	25359
	DP411278	Datapage Insert Language MAV	N/A			
13.	411279	Accumulation Death Benefit Rider	273965	Approved	01/25/2006	31713
	DP411279	Datapage Insert Language 5%	N/A	N/A	N/A	N/A
14.	411280	Enhanced Death Benefit Rider	273966	Approved	01/25/2006	31713
	DP411280	Datapage Insert Language Enhanced	N/A	N/A	N/A	N/A
15.	411281	Enhanced Earnings Death Benefit Rider	271155	Approved	03/07/2001	
	DP411281	Datapage Insert Language EE	N/A	N/A	N/A	N/A

16.	411282	Enhanced Earnings Plus Death Benefit Rider	271156	Approved	03/07/2001	
	DP411282	Datapage Insert Language EEP	N/A	N/A	N/A	N/A
17.	411283	Guaranteed Minimum Accumulation Benefit Rider	273568	Approved	01/24/2005	28463
	DP411283	Datapage Insert Language GMAB	N/A	N/A	N/A	N/A
18.	411284-JT	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life	275061-JT	Approved	08/07/2008	39843
	DP411284-JT	Datapage Insert Language Joint GLWB	DP275061-JT			
19.	411284-SG	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life	275061-SG	Approved	08/07/2008	39843
	DP411284-SG	Datapage Insert Language Single GLWB	DP275061-SG			

See Primary Differences below for highlights of new differences from previous forms.

The Applications, Endorsements and Riders submitted and listed above will also be used with contract submitted in SERFF Tracking Number AEMN-126242224 and listed below:

Form Number	Form Name	Similar Form Number	Status	Status Date	State/SERFF Filing Number
411276	Deferred Annuity Contract	273954	Approved	01/25/2006	31713
411276-DPFCC	Contract Data FlexChoice Select - Cshare	273954DPFCC			

The submitted forms will be used with previously approved forms as shown below.

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
131068C	TSA Endorsement with a Loan Provision	Approved	03/20/2009	41857
275193	TSA Endorsement without loan provision.	Approved	03/20/2009	41857

Primary Differences

1.	Deferred Annuity Contracts :	<ul style="list-style-type: none"> Death of owner only triggers death claim. Annuitant may be changed prior to annuitization. 10-yr surrender charge schedule for one data page. Terminology such as using surrender vs. withdrawal. Death benefit restructuring One product (data page) has a M&E fee that reduces after 9 years.
2.	Individual Variable Annuity Application:	<ul style="list-style-type: none"> expanded owner/annuitant/beneficiary sections reformatted benefit options section removed allocation options list to separate form updated IRS SSN/TIN certification language placed fraud warnings above acknowledgements
3.	Variable Annuity Application Acknowledgement Form:	<ul style="list-style-type: none"> expanded ownership types added successor annuitant language added reminders to sign and return form updated fraud warnings updated tax-qualified disclosure language
4.	New Business Subaccount Funds Allocation:	<ul style="list-style-type: none"> Was previously included within application. Now a separate investment allocation form.
5.	401a Annuity Endorsement:	<ul style="list-style-type: none"> Updated IRS Code references and included references to the plan document. Terminology such as using surrender vs. withdrawal to be consistent with base contract.

6.	Variable Annuity Unisex Endorsement:	<ul style="list-style-type: none"> No significant changes.
7.	Guarantee Period Accounts Endorsement:	<ul style="list-style-type: none"> Was previously included in base contract, now an endorsement. MVA not taken if surrender under nursing home or terminal illness wavier. Terminology such as using surrender vs. withdrawal to be consistent with base contract.
8.	Annuity Endorsement Roth IRA:	<ul style="list-style-type: none"> Updated IRS Code references.
9.	Annuity Endorsement SIMPLE:	<ul style="list-style-type: none"> Updated IRS Code references.
10.	Annuity Endorsement Trad-SEP IRA:	<ul style="list-style-type: none"> Updated IRS Code references.
11.	Return of Purchase Payment Death Benefit Rider:	<ul style="list-style-type: none"> Covered life changes such as spousal continuation will reset benefits or terminate the rider. Terminology such as using surrender vs. withdrawal to be consistent with base contract.
12.	Maximum 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. Terminology such as using surrender vs. withdrawal to be consistent with base contract.
13.	Accumulation Death Benefit Rider:	<ul style="list-style-type: none"> Covered life changes such as spousal continuation will reset benefits or terminate the rider. Terminology such as using surrender vs. withdrawal to be consistent with base contract.
14.	Enhanced Death Benefit Rider :	<ul style="list-style-type: none"> Covered life changes such as spousal continuation will reset benefits or terminate the rider. Terminology such as using surrender vs. withdrawal to be consistent with base contract.
15.	Enhanced Earnings Death Benefit Rider:	<ul style="list-style-type: none"> Covered life changes such as spousal continuation will reset benefits or terminate the rider. Terminology such as using surrender vs. withdrawal to be consistent with base contract.
16.	Enhanced Earnings Plus Death Benefit Rider:	<ul style="list-style-type: none"> Covered life changes such as spousal continuation will reset benefits or terminate the rider. Terminology such as using surrender vs. withdrawal to be consistent with base contract.
17.	Guaranteed Minimum Accumulation Benefit Rider:	<ul style="list-style-type: none"> Included 180 day payment limitation after elective step-ups. Non-natural ownership looks to the annuitant for benefit determination. Terminology such as using surrender vs. withdrawal to be consistent with base contract.
18.	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life:	<ul style="list-style-type: none"> Banded benefit rates Credit structure revised Waiting period added. Simplified benefits by combining the basic and lifetime benefits into one.
19.	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life:	<ul style="list-style-type: none"> Banded benefit rates Credit structure revised Waiting period added. Simplified benefits by combining the basic and lifetime benefits into one.

STATE OF ARKANSAS
Individual Variable Annuity
CERTIFICATION OF COMPLIANCE

Forms: 411265, et al Variable Annuity Contract, Applications, Endorsements and Riders

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: September 18, 2009

CERTIFICATION

Form Number(s)	Form Title(s)
411265	Deferred Annuity Contract
411265-DPSIG	Contract Data Signature Select
411265-DPSG1	Contract Data Signature One Select
411265-DPFCL	Contract Data FlexChoice Select
411265-DPIN5	Contract Data Innovations Select - 5 yr sc
411265-DPIN7	Contract Data Innovations Select - 7 yr sc
411265-DPIN10	Contract Data Innovations Select - 10 yr sc
411265-DPBS6	Contract Data Builders Select - 6 yr sc
411265-DPBS8	Contract Data Builders Select - 8 yr sc
411266	Individual Variable Annuity Application
411267	Variable Annuity Application Acknowledgement Form
411270	New Business Subaccount Funds Allocation
411269	401a Annuity Endorsement
411271	Variable Annuity Unisex Endorsement
411273	Annuity Endorsement Roth IRA
411274	Annuity Endorsement SIMPLE
411275	Annuity Endorsement Trad-SEP IRA
411277	Return of Purchase Payment Death Benefit Rider
411278	Maximum Anniversary Value Death Benefit Rider
DP411278	Maximum Anniversary Value Death Benefit Rider Datapage Insert
411279	Accumulation Death Benefit Rider
DP411279	Accumulation Death Benefit Rider Datapage Insert
411280	Enhanced Death Benefit Rider
DP411280	Enhanced Death Benefit Rider Datapage Insert
411281	Enhanced Earnings Death Benefit Rider
DP411281	Enhanced Earnings Death Benefit Rider Datapage Insert
411282	Enhanced Earnings Plus Death Benefit Rider
DP411282	Enhanced Earnings Plus Death Benefit Rider Datapage Insert
411283	Guaranteed Minimum Accumulation Benefit Rider
DP411283	Guaranteed Minimum Accumulation Benefit Rider Datapage Insert
411284-JT	Guaranteed Lifetime Withdrawal Benefit - Joint Life
DP411284-JT	Guaranteed Lifetime Withdrawal Benefit - Joint Life Datapage Insert
411284-SG	Guaranteed Lifetime Withdrawal Benefit - Single Life
DP411284-SG	Guaranteed Lifetime Withdrawal Benefit - Single Life Datapage insert

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: September 23, 2009

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or accident and health 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 this 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 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 Arkansas. 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 a variable annuity contract.

Insurance companies or their agents are required by law to give or send you 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 coverage 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 and 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 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 holding 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 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 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.

Annuity Contract Number _____

Annuity Owner _____

Questions Regarding Your Annuity?

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

RiverSource Life Insurance Company
829 Ameriprise Financial Center
Minneapolis, MN 55474

Telephone: 1-800-333-3437

Agent Name: _____

Agent Address: _____

Telephone: _____

If we at RiverSource Life Insurance Company 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

Telephone: 1-800-852-5494

IMPORTANT NOTICE FOR AGENT:

The State of Arkansas requires that you provide your name, address, and telephone number in the space provided above and give this notice to the contract owner with the contract.