

SERFF Tracking Number: AEMN-126242224 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
Company Tracking Number: 411276AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276

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-126242224 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 43480

Co Tr Num: 411276AR

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 FlexChoice Select Filing

Project Number: 411276

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 contracts, datapages, applications, and endorsements for Minnesota has been filed via Interstate Compact. The riders and their riders and datapage inserts have been filed individually with Minnesota and all other states via SERFF.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/24/2009

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

Deemer Date:

Submitted By: Susan Schmidt

Corresponding Filing Tracking Number: AEMN-12624426

SERFF Tracking Number: AEMN-126242224 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
Company Tracking Number: 411276AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276

Filing Description:

Corresponding contracts, applications, riders, and endorsements filed in SERFF filing AEMN-126224426

Subject: Individual Variable Annuity Submission

We wish to place the 2 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 contract and 1 Data Page. 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-126224426 that will be used with the submitted forms in this filing and previously approved forms that will be used with the submitted forms.

CONTRACT FORM

Form 411276 – INDIVIDUAL FLEXIBLE PAYMENT DEFERRED ANNUITY CONTRACT

This contract provides for contract values and annuity payments on a fixed, variable or some combination basis. Purchase payments may be allocated to:

- a Regular Fixed Account (currently provided it is included in an asset allocation program model),
- a Special Dollar Cost Averaging (SDCA) Fixed Account, and
- a variable account which offers a variety of subaccounts.

Contract Form 411276 will be issued with a product specific data page, and the complete description is found in the actuarial memorandum for the contract and data page Form 411276-DPFCC.

The main difference from contract Form 411265 in SERFF Tracking Number AEMN-126224426 is this contract has no surrender charge (and thus no waiver for hospitalization, nursing home confinement or terminal illness) and no purchase

SERFF Tracking Number: AEMN-126242224 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
Company Tracking Number: 411276AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276

payment credit (bonus) provision. Endorsement form 411272 (Guarantee Period Accounts - also in SERFF Tracking Number AEMN-126224426) 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 contract will include unisex rates endorsement form 411271 (SERFF Tracking Number AEMN-126224426). The contract is not used with an illustration. The actuarial memorandum submitted with this filing contains detailed product benefit and charge descriptions. The actuarial memorandum submitted with this filing also contains detailed information about the Fixed Account guaranteed minimum interest.

DATA PAGE FORM

...Form 411276-DPFCC

This data page will be issued with contract Form 411276. There are no surrender charges with this product. The normal issue ages will be up to 85. The minimum initial payment will be \$10,000. Additional payments (minimum \$100) are allowed but are not required.

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.

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

Company and Contact

Filing Contact Information

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

Filing Company Information

RiverSource Life Insurance Company CoCode: 65005 State of Domicile: Minnesota
9550 Ameriprise Financial Center Group Code: 4 Company Type: Life
H22/9550 Group Name: State ID Number:

SERFF Tracking Number: AEMN-126242224 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
Company Tracking Number: 411276AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276
Minneapolis, MN 55474 FEIN Number: 41-0823832
(612) 671-2465 ext. [Phone]

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$125.00	09/14/2009	30521025

SERFF Tracking Number: AEMN-126242224 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
 Company Tracking Number: 411276AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca FlexChoice Select Filing/411276

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	09/17/2009	09/17/2009	Susan Schmidt	09/23/2009	09/23/2009

SERFF Tracking Number: AEMN-126242224 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:* 43480
Company Tracking Number: 411276AR
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276

Disposition

Disposition Date: 09/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEMN-126242224 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
 Company Tracking Number: 411276AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca FlexChoice Select Filing/411276

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	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 FlexChoice Select Cshare		Yes

SERFF Tracking Number: AEMN-126242224 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
Company Tracking Number: 411276AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/17/2009
Submitted Date 09/17/2009
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 the 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-126242224 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
Company Tracking Number: 411276AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276

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 Department's objection letter of 9/17/2009.

Response 1

Comments: Please see the attached certifications and notices as requested by the objection letter.

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 the regulation should be satisfied in as far 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-126242224 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:* 43480
Company Tracking Number: 411276AR
TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276

Thank you for your time and continued review of our filing. If you have any additional questions or concerns, please let me know.

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-126242224 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
 Company Tracking Number: 411276AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca FlexChoice Select Filing/411276

Form Schedule

Lead Form Number: 411276

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	411276	Policy/Cont Deferred Annuity ract/Fratern Contract al Certificate	Initial		0.000	411276 contract.pdf
	411276- DPFCC	Data/DeclarContract Data ation PagesFlexChoice Select Cshare	Initial		0.000	411276- DPFCC.pdf

Deferred Annuity Contract

**RiverSource Life
Insurance Company**

1. [829 Ameriprise Financial Center]
Minneapolis MN 55474



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 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. []

Secretary

[]

President

- Flexible Purchase Payments – 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

Guide to Contract Provisions

Contract Data	Page 3	Valuation of Assets	
Important contract specifications, fund allocations, fees and charges		Variable Account Accumulation Units	
Definitions	Pages 4-5	Variable Account Accumulation Unit Value	
Important words and meanings		Net Investment Factor	
General Provisions	Pages 6	Mortality and Expense Risk Charge	
Entire Contract		Variable Account Administrative Charge	
Annuity Tax Qualification		Annuity Unit Value	
Contract Modification		Contract Value	Pages 14-15
Incontestable		Contract Value	
Benefits Based on Incorrect Data		Contract Value in the Variable Account	
State Laws		Contract Value in the Regular Fixed Account	
Reports to Owner		Contract Value in the Special DCA Fixed Account	
Evidence of Survival		Contract Administrative Charge	
Protection of Proceeds		Premium Tax Charges	
Payments by Us		Transfers of Contract Values	
Voting Rights		Dollar Cost Averaging	
Ownership, Annuitant and Beneficiary	Pages 7-8	Special DCA Fixed Account	
Owner Rights		Surrender Provisions	Page 16
Non-Natural Person and Revocable Trust Ownership		Surrender of the contract for its surrender value	
Change of Ownership		Rules for Surrender	
Beneficiary		Surrender Value	
Change of Beneficiary		Suspension or Delay in Payment of Surrender	
Change of Annuitant or Contingent Annuitant		Annuity Provisions	Pages 17-18
Pre-election of an Annuity Payment Plan		Annuity Payment	
Assignment		Change of Annuitization Start Date	
Payments to Beneficiaries	Pages 9-10	Annuity Payment Plans	
Spouse's Option to Continue Contract		Plan Selection	
Death Benefit Before the Annuitization Start Date		Allocation of Contract Values to Provide Fixed and Variable Payments	
Amount Payable Before the Annuitization Start Date		Fixed Annuity Payments	
Payment Options		Variable Annuity Payments	
Death of the Owner or Annuitant After the Annuitization Start Date		Determination of the First Variable Annuity Payment	
Purchase Payments	Page 11	Variable Annuity Payments After the First Payment	
Purchase Payments		Exchange of Annuity Units	
Additional Purchase Payments		Tables of Annuity Payout Rates	Pages 19-20
Payment Limits		Tables showing amount of first Variable Annuity payment and the guaranteed Fixed Annuity payments for the various payment plans	
Allocation of Purchase Payments			
Accounts: Fixed and Variable	Pages 12-13		
The Fixed Account			
Interest to be Credited			
The Variable Account			
Investments of the Variable Account			

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, and Maximum Purchase Payments shown under Contract Data. 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.

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:

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 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:

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

- 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:

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

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

1. Additional purchase payments 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.

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 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 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, 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 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 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 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 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.

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.

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.

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 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	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
		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	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 – Subject to Limitations**
- **Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments**
- **Annuity Payments to Begin on the Annuitization Start Date Date**
- **This Contract is Nonparticipating – Dividends Are Not Payable**



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: [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.

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

30. 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%
31. [Special DCA Fixed Account 6-Month	0.00%
Special DCA Fixed Account 12-Month	0.00%
32. [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
32. 8 Year Guarantee Period Account	0.00%
9 Year Guarantee Period Account	0.00%
10 Year Guarantee Period Account	0.00%
33. 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
[33.] 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%

[37.] Asset Allocation Program Investment Selection: [Portfolio Navigator Moderate Model] [36.]

Fixed Account Minimum Interest Rate: [1.50%] [38.]

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.

Any purchase payments and purchase payment credits allocated to the [6-Month] [31.] [39.] 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.

[31.] [39.] [31.] [39.] Any purchase payments and purchase payment credits allocated to the [12-Month] [31.] [39.] 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.

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

ROPP Benefit Age: [100*] [19.] [41.]
See Payments to Beneficiaries provision.

[41.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85]] [20.]

CONTRACT DATA - Continued

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

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

Annual Mortality and Expense Risk Fee:

[42.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
1.65% + 0% = 1.65% of the daily net asset value]

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] [21.]

Contract Administrative Charge:

Initial Annual Charge [\$40] [24.]

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

Initial Annual Charge if contract value equals or exceeds [\$50,000] [23.] [\$0] [24.]

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: [25.]

1. Payments to the Regular Fixed Account are limited to [0%] of each payment, [except for payments to the Regular Fixed Account under the [Portfolio Navigator] asset allocation program.] [43.]
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 [0%] of the total Contract [26.] [44.] Value, [except for transfers to the Regular Fixed Account under the [Portfolio Navigator] asset [43.] allocation program.]
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - [27.] a. [\$0] or
 - [28.] b. [0%] of the Regular Fixed Account Contract Value at the beginning of the contract year, [except for transfers from the Regular Fixed Account under the [Portfolio [43.] Navigator] asset allocation program.] All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

SERFF Tracking Number: AEMN-126242224 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
 Company Tracking Number: 411276AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Variable Annuities
 Project Name/Number: Itasca FlexChoice Select Filing/411276

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:

Attached below for informational purposes are the application forms that have been submitted simultaneously with another contract filing that will be used for the submitted contract in this filing. Please see SERFF Tracking number: AEMN-126224426

Attachments:

411266 Ind VA App.pdf
 411267 VA App Acknowledgement.pdf
 411270 Subaccount Allocation.pdf

	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. Please note that referenced contract 411265 is submitted in a separate filing submitted, but share a statement of variability with 411276.

Attachments:

Statement of Variability 411276-DPFCC.pdf
 Statement of Variability 411265 and 411276.pdf

	Item Status:	Status Date:
--	---------------------	-------------------------

Satisfied - Item: Forms List

SERFF Tracking Number: AEMN-126242224 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 43480
Company Tracking Number: 411276AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Variable Annuities
Project Name/Number: Itasca FlexChoice Select Filing/411276

Comments:

Attachment:

Forms List AR 411276.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certifications

Comments:

Attachments:

AR Certification 411276.pdf

AR Cert of Compliance Reg 33 411276.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

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.]

↓PRINTS ONLY IF TAXQUALIFIED↓

9.

[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.

RiverSource Life Insurance Company
Statement of Variability
Version Date 8-11-2009

Variable Material for Form 411276-DPFCC 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. 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.
20. 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.
21. 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.
22. 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.

	Current value	Range of possible values	When it might change for new issues
23. 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.
24. 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.
25. Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit	0%	0% - 100%	Currently, allocations are not allowed to the Regular Fixed Account outside of an asset allocation program model due to the economic environment, no surrender charge and therefore fixed account liquidity. If the competitive or economic environment, product design, or fixed account utilization changes, the allocation limits could change for new issues. The limits will not change often, however RVS also reserves the right to change the limits for existing policies on a non-discriminatory basis.
26. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit	0%	0% - 100%	Currently, allocations are not allowed to the Regular Fixed Account outside of an asset allocation program model due to the economic environment, no surrender charge and therefore fixed account liquidity. If the competitive or economic environment, product design, or fixed account utilization changes, the allocation limits could change for new issues. The limits will not change often, however RVS also reserves the right to change the limits for existing policies on a non-discriminatory basis.
27. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account dollar amount limit	\$0	\$0 - \$100,000	Currently, allocations are not allowed to the Regular Fixed Account outside of an asset allocation program model due to the economic environment, no surrender charge and therefore fixed account liquidity. If the competitive or economic environment, product design, or fixed account utilization changes, the allocation limits could change for new issues. The limits will not change often, however RVS also reserves the right to change the limits for existing policies on a non-discriminatory basis.
28. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit	0%	0% - 100%	Currently, allocations are not allowed to the Regular Fixed Account outside of an asset allocation program model due to the economic environment, no surrender charge and therefore fixed account liquidity. If the competitive or economic environment, product design, or fixed account utilization changes, the allocation limits could change for new issues. The limits will not change often, however RVS also reserves the right to change the limits for existing policies on a non-discriminatory basis.

29. 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.
30. 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.
31. 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.
32. 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.
33. Variable account fund names – funds offered may change over time.
34. 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.)
35. 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.
36. The Asset Allocation Program model selected by the applicant will print.
37. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
38. 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.
39. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
40. 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.
41. 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.

42. 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
1.65%	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.

43. The marketing name for the asset allocation program may change.
44. Regular Fixed Account Purchase Payment and Transfer Limits. The phrase “, except for transfers from the Regular Fixed Account under the Portfolio Navigator asset allocation program” would change if we allow payments to be allocated to the Regular Fixed Account other than under an asset allocation program. In that case the following would appear in place of the phrase currently showing. “(There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.) This statement regarding dollar cost averaging exceptions may also change if the product design changes such that the exception no longer applies, in such circumstance 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 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.	411276	Deferred Annuity Contract	273954	Approved	01/25/2006	31713
	411276-DPFCC	Contract Data FlexChoice Select - Cshare	273954DPFCC			

These Applications, Endorsements and Riders below are submitted in SERFF Tracking Number AEMN-126224426 will be used with the contract listed above.

	Form Number	Form Name	Similar Form Number	Status	Status Date	State/SERFF Filing Number
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			
14.	411280	Enhanced Death Benefit Rider	273966	Approved	01/25/2006	31713
	DP411280	Datapage Insert Language Enhanced	N/A			
15.	411281	Enhanced Earnings Death Benefit Rider	271155	Approved	03/07/2001	
	DP411281	Datapage Insert Language EE	N/A			
16.	411282	Enhanced Earnings Plus Death Benefit Rider	271156	Approved	03/07/2001	
	DP411282	Datapage Insert Language EEP	N/A			
17.	411283	Guaranteed Minimum Accumulation Benefit Rider	273568	Approved	01/24/2005	28463
	DP411283	Datapage Insert Language GMAB	N/A			
18.	411284-JT		275061-JT	Approved	08/07/2008	39843

Guaranteed Lifetime
Withdrawal Benefit Rider -

		Joint Life				
	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 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: 411276 and 411276-DPFCC Variable Annuity Contract and Data page.

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)
411276-IL	Deferred Annuity Contract
411276-DPFCC	Contract Data FlexChoice Select - Cshare

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.