

SERFF Tracking Number: AEMN-126813725 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 46901
 Company Tracking Number: 411309ARI
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: WF New Product
 Project Name/Number: WF New Product/411309

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: WF New Product

SERFF Tr Num: AEMN-126813725 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non-
 Variable and Variable

SERFF Status: Closed-Approved- State Tr Num: 46901
 Closed

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: 411309AR1

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Linda Elston, Claudia
 Gehrig, Jeff Pederson, Susan
 Schmidt

Disposition Date: 10/01/2010

Date Submitted: 09/27/2010

Disposition Status: Approved-
 Closed

Implementation Date Requested: 01/03/2011

Implementation Date:

State Filing Description:

General Information

Project Name: WF New Product

Status of Filing in Domicile: Pending

Project Number: 411309

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/01/2010

Explanation for Other Group Market Type:

State Status Changed: 10/01/2010

Deemer Date:

Created By: Claudia Gehrig

Submitted By: Susan Schmidt

Corresponding Filing Tracking Number:

Filing Description:

Subject: Individual Fixed and Variable Annuity Submission

We wish to place the 5 fixed and variable annuity forms listed in the forms tab on file for approval. They consist of 1 contract, 1 contract data pages, and 1 subaccount allocation form.

No part of this filing contains any unusual or controversial items from normal company or industry standards.

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These variable annuities will be sold through different distributors in the bank, captive agent and broker-dealer markets on a nonqualified, IRA, TSA and 401 plan basis. We intend to implement the new forms after the latest of January 3, 2011, state approval or SEC annuity prospectus effective date. These variable forms are subject to federal jurisdiction, and accordingly the Flesch requirements do not apply.

The other forms in this submission will not replace any forms since previously approved forms will continue to be used. Please see the Supporting Documentation tab for a forms list of similar, approved forms along with primary differences.

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

CONTRACT FORM

Form 411309 – INDIVIDUAL FLEXIBLE PAYMENT DEFERRED ANNUITY CONTRACT

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

- a Regular Fixed Account, after the first nine contract years, and
- a Special Dollar Cost Averaging (SDCA) Fixed Account, after the first nine contract years, and
- a variable account which offers a variety of subaccounts.

Contract Form 411309 will be issued with product-specific data page 411309-DPPPC; the complete description of the product is found in the actuarial memorandum for the contract and data page combination. 411309 is similar to base contract form 411265, Approved on 09/23/2009, your file number 43492, as it includes a purchase payment credits (bonus) provision and a waiver of surrender charges for hospitalization, nursing home confinement and terminal illness. The difference between this contract and the previously approved contract 411265 is the contract now includes a return of premium death benefit and the Purchase Payment Credits provision was changed to allow for higher bonus amounts over a specified Credit Period, currently nine contract years, with an extended Recapture Period, also currently nine contract years, during which Purchase Payment Credits can be Recaptured for surrenders and if annuitized. In order to maximize the benefit this contract can provide, clients who purchase this product would not take any surrenders until after the Credit Period.

Endorsement form 411272 (Guarantee Period Accounts with Market Value Adjustment feature), also Approved on 09/23/2009 in your file number 43492, will also be attached to this contract when offered. In the current product design, these accounts will be available after the Recapture Period ends.

The contract provides payout rates on a sex-distinct basis. If issued to employer-employee plans that are subject to the

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Norris decision and/or Title VII of the Civil Rights Act of 1964, the contract will include unisex rates endorsement form 411271, Approved on 09/23/2009, your file number 43492. The contract is not used with an illustration. The actuarial memorandums submitted with this filing contain detailed product benefit and charge descriptions. The actuarial memorandums submitted with this filing also contain detailed information about the Fixed Account guaranteed minimum interest rate. A complete listing of all previously approved forms, including various optional living benefit and death benefit riders, to be used with this contract is attached under Supporting Documentation.

CONTRACT DATA PAGE FORM

...Form 411309-DPPPC

This data page will be issued with contract form 411309, described above. The surrender charge schedule is 7.5%, 7.5%, 7.5%, 7.0%, 6.0%, 5.0%, 4.0%, 3.0%, 2.0%, 0.0% with this product. The maximum issue age will initially be age 85. The data page reflects the Purchase Payment Credit Period, The Purchase Payment Credit Percentages, the Recapture Period, the Purchase Payment Credit Recapture table and the M&E fees which are higher during the Purchase Payment Credit Period while the contract owner is receiving credits and lower M&E fees after the Purchase Payment Credit Period. Initially the Purchase Payment Credit Period and the Recapture Period will be nine years, but each is subject to change for new issues as described in the statement of variability.

SUBACCOUNT FORM

...Form 411313

This subaccount form will used with contract form 411309 with data page 411309-DPPPC, contract form 411265 with data page 411265-DPIN7 (previously approved), and contract form 411265 with data page 411265-DPL4 (data page in separate, simultaneous SERFF filing AEMN-126833492) when an applicant does not select a living benefit rider (which requires participation in an asset allocation program) or chooses to not participate in an asset allocation program.

STATEMENT OF VARIABILITY (SOV)

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. These forms have been designed for use with different variable annuity products and/or different distributors. 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. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will not involve changes to the text without prior approval and will always meet or exceed the requirements of your state regulations.

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

Sincerely,

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 Susan Schmidt, Sr. Contract Analyst
 TEL: 612-671-1734
 email: Susan.2.Schmidt@ampf.com

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$125.00	09/27/2010	39906325
RiverSource Life Insurance Company	\$25.00	09/29/2010	39988539

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Disposition

Disposition Date: 10/01/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Variable Materials		No
Supporting Document	Forms List		No
Supporting Document	Redlines		No
Supporting Document	Certification		No
Supporting Document	Consumer Information Notices		No
Form	Deferred Annuity Contract		No
Form	Purchase payment credit feature datapage		No
Form	Subaccount Allocation Form		No

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/28/2010
Submitted Date 09/28/2010
Respond By Date 10/28/2010

Dear Susan Schmidt,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$25.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/29/2010
Submitted Date 09/29/2010

Dear Linda Bird,

Comments:

Thank you for your note.

Response 1

Comments: An additional \$25.00 has been sent this morning via EFT.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$25.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please let me know if you have any further questions or needs that I can address. Thank you again for your time and review of our filing.

Sincerely,

Claudia Gehrig, Jeff Pederson, Linda Elston, Susan Schmidt

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Form Schedule

Lead Form Number: 411309

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	411309	Policy/Cont Deferred Annuity ract/Fratern Contract al Certificate	Initial		0.000	411309.pdf
	411309-DPPPC	Data/DeclarPurchase payment ation Pagescredit feature datapage	Initial		0.000	411309-DPPPC.pdf
	411313	Other Subaccount Allocation Form	Initial		0.000	411313.pdf

Deferred Annuity Contract

**RiverSource Life
Insurance Company**

[829 Ameriprise Financial Center]
Minneapolis, MN 55474

[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.

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

This contract will then be considered void from its start.

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

Handwritten signature of Thomas R. Prover in black ink.

Secretary

Handwritten signature of John R. Waerner in black ink.

President

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

Guide to Contract Provisions

Contract DataPage 3	Valuation of Assets
Important contract specifications, fund allocations, fees and charges, surrender charge schedule, purchase payment credit percentages	Variable Account Accumulation Units
Definitions Pages 4-5	Variable Account Accumulation Unit Value
Important words and meanings	Net Investment Factor
General ProvisionsPages 6-7	Mortality and Expense Risk Charge
Entire Contract	Variable Account Administrative Charge
Annuity Tax Qualification	Annuity Unit Value
Contract Modification	Contract ValuePages 15-16
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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 ProvisionsPages 17-20
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Change of Ownership	Rules for Surrender
Beneficiary	Surrender Value
Change of Beneficiary	Surrender Charge
Change of Annuitant or Contingent Annuitant	Purchase Payment Credit Recapture
Pre-election of an Annuity Payment Plan	Purchase Payment Surrender Order
Assignment	Waiver of Surrender Charges
Payments to BeneficiariesPages 9-10	Suspension or Delay in Payment of Surrender
Spouse's Option to Continue Contract	Waiver of Surrender Charges upon Hospital or Nursing Home Confinement
Death Benefit Before the Annuitization Start Date	Waiver of Surrender Charges upon Terminal Illness
Amount Payable Before the Annuitization Start Date	Disability Diagnosis
Payment Options	Annuity ProvisionsPages 21-22
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Purchase Payments Pages 11-12	Change of Annuitization Start Date
Purchase Payments	Annuity Payment Plans
Additional Purchase Payments	Plan Selection
Payment Limits	Allocation of Contract Values to Provide Fixed and Variable Payments
Allocation of Purchase Payments	Fixed Annuity Payments
Purchase Payment Credits	Variable Annuity Payments
Accounts: Fixed and VariablePages 12-14	Determination of the First Variable Annuity Payment
The Fixed Account	Variable Annuity Payments After the First Payment
Interest to be Credited	Exchange of Annuity Units
The Variable Account	Tables of Annuity Payout RatesPages 23-24
Investments of the Variable Account	Tables showing amount of first Variable Annuity payment and the guaranteed Fixed Annuity payments for the various payment plans

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.

Purchase Payment Credit Period

The Purchase Payment Credit Period represents the number of contract years during which purchase payment credits will be applied to Your contract. The Purchase Payment Credit Period starts on the Contract Date and ends after the number of years shown under Contract Data, on the day prior to the Contract Anniversary.

Recapture, Recaptured

Under certain circumstances during the Recapture Period, We may take back or "Recapture" all or a portion of the purchase payment credits as described in the Purchase Payment Credit Recapture provision.

Recapture Period

The Recapture Period represents the number of contract years during which purchase payment credits may be Recaptured. The Recapture Period starts on the Contract Date and ends after the number of years shown under the Contract Data, on the day prior to the Contract Anniversary.

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. 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 will apply jointly to each joint Owner named.

Non-Natural Person and Revocable Trust Ownership

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

Change of Ownership

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

A change of ownership may result in tax consequences.

See any attached tax qualified endorsement for ownership change limitations.

Beneficiary

Except as otherwise provided in the contract, beneficiaries are those You designate to receive the death benefit of this contract if You die while this contract is in force.

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 will 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 descendants, 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 will 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 will 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 will be equal to the death benefit that would otherwise have been paid. Had the death benefit been paid, the contract and any attached riders would terminate, resulting in rider charges for certain riders being deducted from the death benefit. Under spousal continuation all riders may not terminate, and only rider charges for terminating riders are deducted. The spouse may make additional purchase payments to the contract. Surrender charges and Recapture of purchase payment credits under the continued contract will only apply to purchase payments made after the election by the spouse to continue the contract.

Death Benefit Before the Annuitization Start Date

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

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

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

Amount Payable Before the Annuitization Start Date

You are eligible for the Return of Purchase Payment (ROPP) death benefit 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).

If You die before the Annuitization Start Date while this contract is in force and if You are eligible for the ROPP, 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 (ROPP) Value.

If You die before the Annuitization Start Date while this contract is in force and if You are not eligible for the ROPP, 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 (1) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or (2) 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:

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

- 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 and any purchase payment credits made to the contract.

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

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

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

- A = the Contract Value on that date after any rider charges have been deducted, and
- B = the ROPP value on that date (but prior to the reset).

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

Payment Options

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

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

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

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

If the beneficiary elects an annuity payment plan, the beneficiary will 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 Special DCA Fixed Account and the Regular Fixed Account is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

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

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

Purchase Payment Credits

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

Each purchase payment credit is a percentage of the applicable purchase payment. The purchase payment credit percentage depends on the contract year in which the payment is received as shown under Contract Data.

Purchase payment credits will not be applied to purchase payments made after the contract is continued as an Inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code.

During the Purchase Payment Credit Period, We may:

Reverse Purchase Payment Credits: Purchase payment credits will be reversed from the Contract Value for any purchase payment made by check that is not honored.

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

After the end of the Purchase Payment Credit Period, purchase payment credits will not be reversed.

During the Recapture Period, We may:

Recapture Purchase Payment Credits:

All or a portion of purchase payment credits may be recaptured for full surrenders, certain partial surrenders and application of Your Contract Value to an annuity payment plan as described in the Purchase Payment Credit Recapture provision.

After the end of the Recapture Period, purchase payment credits will not be Recaptured.

Purchase payment credits are not reversed or Recaptured for death benefit payments made in the event of the death of the Owner.

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. 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) will not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the separate account, are credited or charged to such account without regard to other income, gains or losses of the company.

Investments of the Variable Account

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

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

We may also:

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

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

Valuation of Assets

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

Variable Account Accumulation Units

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

1. purchase payments and any purchase payment credits allocated to the variable subaccount; and
2. transfers to the variable subaccount;

and subtracting the number of Accumulation Units resulting from:

1. transfers from the variable subaccount; and
2. surrenders (including surrender charges and purchase payment credit Recapture amounts) from the variable subaccount; and
3. contract administrative charge or any rider charge deductions from the variable subaccount.

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

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, purchase payment credit Recapture amounts, 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, You may specify from which of the above accounts that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts in the same proportion that Your interest in each bears to the total Contract Value.

Contract Value in the Variable Account

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

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

Contract Value in the Regular Fixed Account

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

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

Contract Value in the Special DCA Fixed Account

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

1. the sum of all purchase payments and any purchase payment credits allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders (surrender charges and purchase payment credit recapture amounts), 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 Annuitization 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 will 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 will 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 allocate new purchase payments to the Special DCA Fixed Account when available as shown under Contract Data. 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 and purchase payment credit Recapture amounts, 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 and purchase payment credit Recapture amounts, 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 and purchase payment credit Recapture amounts, cannot be repaid.

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

Surrender Value

The full surrender value at any time will be:

1. the Contract Value immediately prior to the surrender;
2. minus the full contract administrative charge and any rider charges that are deducted for a full surrender;
3. minus any surrender charge;
4. minus any purchase payment credit Recapture amounts.

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge and any purchase payment credit Recapture amounts are deducted, will equal the amount You requested. We pay You the amount You requested.

Surrender Charge

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

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

$$PPS = PPSC + PPF$$

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

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

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

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

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

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

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

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

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

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

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

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

Purchase Payment Credit Recapture

We determine the amount of purchase payment credits to be Recaptured during the Recapture Period by multiplying the amount of each purchase payment surrendered which is subject to Recapture, by the applicable purchase payment credit Recapture percentage shown under Contract Data, and then totaling the Recapture amounts. The purchase payment credit Recapture percentage depends upon 1) the contract year that the purchase payment being surrendered was received, and 2) the number of completed years since the purchase payment being surrendered was received.

During the Recapture Period, purchase payments surrendered which are subject to Recapture are:

- a. if You take a full or partial surrender, any purchase payments which could be subject to a surrender charge (PPSC), except for payments or a portion of payments that have a waiver of surrender charges; or
- b. on the Annuitization Start Date, all purchase payments surrendered (PPS).

No purchase payment credits will be Recaptured for the following:

- a. death benefit payments made in the event of the death of the Owner; or
- b. a full surrender with waiver of surrender charge due to nursing home confinement, hospitalization or terminal illness; or
- c. a partial surrender that is not subject to surrender charges; or
- d. surrenders or application of Your Contract Value to an annuity payment plan after spousal continuation, if no additional purchase payments are made; or
- e. surrenders or application of Your Contract Value to an annuity payment plan after continuation as an inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code, if no additional purchase payments are made; or
- f. surrenders or application of Your Contract Value to an annuity payment plan after the Recapture Period.

Purchase Payment Surrender Order

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

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

For purposes of determining any purchase payment credit Recapture amounts, purchase payments are surrendered in the following order.

1. First, purchase payments not subject to a Recapture are surrendered on a first-in, first-out basis. (No Recapture).
2. Second, any additional purchase payments that may be subject to Recapture are surrendered from purchase payments on a first-in, first-out basis to minimize the Recapture amounts that apply to these payments.

Waiver of Surrender Charges

Surrender charges are waived for all of the following.

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

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

Suspension or Delay in Payment of Surrender

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

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

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

Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

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

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

To qualify, a letter of proof must:

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

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

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

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

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

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

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

Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis

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

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

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

To qualify, the letter of proof must:

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

Annuity Provisions

Annuity Payment

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

- the Contract Value after any rider charges are deducted,
- less any purchase payment credit Recapture amounts.

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

1.

RiverSource  [®]
Annuities

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



CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Retirement Select** **1.**

Contract Number: **2.** [9920-0000000] Contract Date: [January 2, 2011] **2.**
 Annuitant: **2.** [John Doe2] Annuitization Start Date: [January 1, 2071] **2.**
 Contract Owner: **2.** [John Doe2] Age at Issue: [35] **2.**
 Application Signed State/Contract Delivery State: [State] **3.**
 State Insurance Department: [800-ZZZ-ZZZZ] **4.**
 Initial Purchase Payment: [\$25,000.00] **2.** Contract Type: [Non Qualified] **5.**
 Scheduled Purchase Payment:
 Annual Amount: [NA] **2.**

Maximum Purchase Payments Permitted:
 1st Contract Year and Total:
 - **6.** Under age [86]: **7.** [\$1,000,000] **10.**
 - **8.** Age [86] or older and under age [91]: [\$0] **11.**
 - **9.** Age [91] or older: [\$0] **12.**
 Each Contract Year thereafter:
 - **6.** Under age [86]: **7.** [\$100,000] **13.**
 - **8.** Age [86] or older and under age [91]: [\$0] **14.**
 - **9.** Age [91] or older: [\$0] **15.**

Minimum Additional Purchase Payment: [\$100] **16.**
34. [Minimum Purchase Payment or Transfer Amount **17.** [\$1,000]]
 to any Guarantee Period Account:
 Purchase Payment Credit Period: [9 Contract Years] **18.**

Purchase Payment Credit Percentages:

Contract Year	Payment Received	Credit Percentages
35. 1		[6.00%]
36. 2		[6.00%]
3		[5.00%]
4		[4.00%]
5		[3.00%]
6		[3.00%]
7		[2.00%]
8		[2.00%]
9		[1.00%]
10+		[0.00%]

Upon issuance of this contract your purchase payments have been scheduled to be paid and applied to the 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
AllianceBernstein VPS Gbl Them Gr Cl B 37.	
AllianceBernstein VPS Gr & Inc Port Cl B	
AllianceBernstein VPS Intl Val Port Cl B	
American Century VP Mid Cap Value Cl II	
American Century VP Ultra Class II	
American Century VP Value Class II	
Columbia High Yield Fund Var Ser Cl B	

CONTRACT DATA - Continued

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

Contract Date: [January 2, 2011] [2.]

Payment Allocation
Percentage

Allocation

Columbia Marsico Grwth Fund Var Ser CI A [37.]
Columbia Marsico Intl Oppt Var Ser CI B
Columbia Small Cap Value Fund VS CI B
Credit Suisse Trust Comm RT Strategy
Dreyfus Var Inv Fd Intl Eq Port Serv Shs
Dreyfus Var Invest Fd Intl Val Serv Shs
Eaton Vance VT Floating Rate Income Fund
Fidelity VIP Contrafund Port Serv CI 2
Fidelity VIP Invest Grd Bd Port Sev CI 2
Fidelity VIP Mid Cap Port Service CI 2
Fidelity VIP Overseas Port Service CI 2
FTVIPT Franklin Income Secs Fund Class 2
FTVIPT Templeton Gbl Bd Sec Fund Cls 2
FTVIPT Templeton Growth Sec Fund Class 2
GS VIT Mid Cap Value Fund Instl Shares
GS VIT Structured U.S. Eq Fund Instl Shs
Invesco V.I. Cap Appreciation Fund Ser 2
Invesco V.I. Cap Development Fund Ser 2
Invesco V.I. Global Hlth Care Fund Ser 2
Invesco V.I. Intl Growth Fund Ser 2
Invesco Van Kampen V.I. Comstock Ser II
Janus Aspen Srs Janus Port Svc Shs
Legg Mason CB VA Sm Cap Gr Port CI I
MFS Total Return Series Service Class
MFS Utilities Series Service Class
Morgan Stanley UIF Gbl Real Estate CI II
Morgan Stanley UIF Mid Cap Gr Port CI II
Oppenheimer Cap App Fund/VA Srv Shs
Oppenheimer Gbl Sec Fund/VA Srv Shs
Oppenheimer Main Street Sm Cap Fund/VA
Oppenheimer Gbl Strategic Inc Fd/VA Srv
PIMCO VIT All Asset Port Advisor Shs CI
RVS VP Cash Management Fund CI 3
RVS VP Diversified Bond Fund CI 3
RVS VP Diversified Equity Income Fd CI 3
RVS VP Dynamic Equity Fund CI 3
RVS VP Global Inflat Protect Fd CI 3
RVS VP High Yield Bond Fund CI 3
RVS VP Income Opportunities Fund CI 3
RVS VP Mid Cap Value Fund CI 3
RVS VP S&P 500 Index Fund CI 3
RVS VP Short Duration U.S. Govmt Fd CI 3
VP Davis New York Venture Fund CI 3
VP Goldman Sachs Mid Cap Value Fund CI 3
VP Partners Small Cap Value Fund CI 3
VP - Aggressive Portfolio Class 2
VP - Conservative Portfolio Class 2
VP - Moderate Portfolio Class 2
VP - Moderately Aggressive Port CI 2
VP - Moderately Conservative Port CI 2

CONTRACT DATA - Continued

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

Contract Date: [January 2, 2011] [2.]

Allocation

Payment Allocation Percentage

Seligman VP Growth Fund CI 3 [37.]
 Threadneedle VP Emerging Markets Fd CI 3
 Threadneedle VP Intl Opportunity Fd CI 3
 Wanger International
 Wanger USA

]

[41.] Asset Allocation Program Investment Selection: [VP – Moderate Portfolio] [40.]

Fixed Account Minimum Interest Rate: [1.25%] [42.]

[MVA Risk Factor: [0.001] [19.]

[43] See Guarantee Period Accounts endorsement, MVA formula.]

CV Waiver Percentage: [10%] [20.]

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

Hospitalization/Nursing Home Waiver Benefit Age: [75] [21.]

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

TI Waiver Benefit Age: [100] [22.]

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

ROPP Benefit Age: [100*] [23]

See Payments to Beneficiaries provision.

[44.] [*In the event of a "covered life change," then the ROPP Benefit Age is age [85.] [24.]

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

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
0	7.5%
1	7.5%
2	7.5%
3	7.0%
4	6.0%
5	5.0%
6	4.0%
7	3.0%
8	2.0%
9+	0.0%

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

CONTRACT DATA - Continued

Contract Number: [9920-000000] **2.**

Contract Date: [January 2, 2011] **2.**

Recapture Period: [9 Contract Years] **25.**

Purchase Payment Credit Recapture Schedule: For certain surrenders during the Recapture Period, all or a portion of purchase payment credits may be Recaptured by Us based on the contract year the purchase payment was made and when it is surrendered.

(Purchase Payment Credit Recapture Percentage Applied to Each Purchase Payment Surrendered)

Contract Year Payment Received	Number of Completed Years from Date of Each Purchase Payment									
	0	46. 1	2	3	4	5	6	7	8	9+
1	6.00%	5.75%	5.50%	5.25%	4.75%	4.00%	3.25%	2.50%	1.25%	0.00%
2	6.00%	5.75%	5.25%	4.75%	4.25%	3.50%	2.50%	1.25%	0.00%	
45. 3	5.00%	4.75%	4.25%	3.75%	3.00%	2.25%	1.25%	0.00%		
4	4.00%	3.75%	3.25%	2.50%	1.75%	1.00%	0.00%			
5	3.00%	2.50%	2.25%	1.50%	1.00%	0.00%				
6	3.00%	2.50%	1.75%	1.00%	0.00%	47.				
7	2.00%	1.50%	1.00%	0.00%						
8	2.00%	1.00%	0.00%							
9	1.00%	0.00%								
10+	0.00%									

Annual Mortality and Expense Risk Fee:

Until the earliest of: 1) the 9th Contract Anniversary, or 2) the Annuitization Start Date, or 3) the date the contract is continued as an Inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code.

48. [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
 1.65% + 0.00% = 1.65% of the daily net asset value]

After the earliest of: 1) the 9th Contract Anniversary, or 2) the Annuitization Start Date, or 3) the date the contract is continued as an Inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code.

48. [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
 1.05% + 0.00% = 1.05% of the daily net asset value]

Annual Variable Account Administrative Charge: [0.15% of the daily net asset value] **26.**

Contract Administrative Charge:

Initial Annual Charge [\$40] **27.**

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] **28.** [\$0] **29.**

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

Special DCA Fixed Account and Regular Fixed Account Purchase Payment Limits:

- Payments to the Special DCA Fixed Account and Regular Fixed Account are limited to 0% of each payment for the first [nine contract years] and [100%] thereafter.

30.

31.

CONTRACT DATA - Continued

Contract Number: [9920-000000] [2.]

Contract Date: [January 2, 2011] [2.]

Regular Fixed Account Transfer Limits:

- 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 Value [30.] for the first [nine contract years] and [100%] thereafter. [31.]
- Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - [32.] a. [\$10,000.] or
 - [33.] b. [30%] of the Regular Fixed Account Contract Value at the beginning of the contract year.

[Guarantee Period Accounts (GPA) Limits:

- [34.] • Guarantee Period Accounts are not available for the first [nine contract years.]

[30.]



RiverSource Life Insurance Company
 829 Ameriprise Financial Center
 Minneapolis, MN 55474

1.



New Business Subaccount Funds Allocation

Owner's Social Security Number or Taxpayer Identification Number

Agent name

Investment Options	Initial	DCA	
		From	To
Fixed Account [not available with Purchase Payment Credit or Liquidity features]			
RVSL Regular Fixed Account	___%	___%	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) [not available with Purchase Payment Credit or Liquidity features]			
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
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	___%	___%	___%
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	___%	___%	___%



Investment Options	Initial	DCA	
		From	To
Credit Suisse Trust			
Commodity Return Strategy Portfolio	___%	___%	___%
Dreyfus VIF			
International Equity Portfolio, Service Shares	___%	___%	___%
International Value Portfolio, Service Shares	___%	___%	___%
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 Bond 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	___%	___%	___%
Invesco 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	___%	___%	___%
Invesco Van Kampen V.I.			
Comstock Fund, Series II Shares	___%	___%	___%
Janus Aspen Series			
Janus Portfolio: Service Shares	___%	___%	___%
Legg Mason ClearBridge Variable			
Small Cap Growth Portfolio, Class I	___%	___%	___%
MFS®			
Total Return Series – Service Class	___%	___%	___%
Utilities Series – Service Class	___%	___%	___%
Morgan Stanley UIF			
Global Real Estate Portfolio, Class II Shares	___%	___%	___%
Mid Cap Growth Portfolio, Class II Shares	___%	___%	___%

5.



Investment Options	Initial	DCA	
		From	To
Oppenheimer			
Capital Appreciation Fund/VA, Service Shares	___%	___%	___%
Global Securities Fund/VA, Service Shares	___%	___%	___%
Global Strategic Income Fund/VA, Service Shares	___%	___%	___%
Main Street Small Cap Fund/VA, Service Shares	___%	___%	___%
PIMCO VIT			
All Asset Portfolio, Advisor Share Class	___%	___%	___%
RiverSource Variable Series Trust			
RiverSource VP			
Cash Management Fund (Class 3)	___%	___%	___%
Diversified Bond Fund (Class 3)	___%	___%	___%
Diversified Equity Income Fund (Class 3)	___%	___%	___%
Dynamic Equity Fund (Class 3)	___%	___%	___%
Global Inflation Protected Securities Fund (Class 3)	___%	___%	___%
High Yield Bond Fund (Class 3)	___%	___%	___%
Income Opportunities Fund (Class 3)	___%	___%	___%
Mid Cap Value Fund (Class 3)	___%	___%	___%
S&P 500 Index Fund (Class 3)	___%	___%	___%
Short Duration U.S. Government Fund (Class 3)	___%	___%	___%
Seligman VP			
Growth Fund (Class 3)	___%	___%	___%
Threadneedle VP			
Emerging Markets Fund (Class 3)	___%	___%	___%
International Opportunity Fund (Class 3)	___%	___%	___%
Variable Portfolio			
Davis New York Venture Fund (Class 3)	___%	___%	___%
Goldman Sachs Mid Cap Value Fund (Class 3)	___%	___%	___%
Partners Small Cap Value Fund (Class 3)	___%	___%	___%
Conservative Portfolio (Class 2)	___%	___%	___%
Moderately Conservative Portfolio (Class 2)	___%	___%	___%
Moderate Portfolio (Class 2)	___%	___%	___%
Moderately Aggressive Portfolio (Class 2)	___%	___%	___%
Aggressive Portfolio (Class 2)	___%	___%	___%
Wanger			
International	___%	___%	___%
USA	___%	___%	___%
TOTAL (allocations must equal 100%)	_____%	_____%	_____%

5.

6.

SERFF Tracking Number: AEMN-126813725 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 46901
 Company Tracking Number: 411309ARI
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: WF New Product
 Project Name/Number: WF New Product/411309

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Application form 411266 filed under your Department's filing number 43492, approved on 9/23/2009.

Item Status: **Status Date:**

Satisfied - Item: Variable Materials

Comments:

Attachments:

Statement of Variability Contract 411309.pdf
 Statement of Variability 411309-DPPPC.pdf
 Statement of Variability 411313 Allocation.pdf

Item Status: **Status Date:**

Satisfied - Item: Forms List

Comments:

The yellow highlighted forms in the attached forms list are the forms submitted in this filing. The other forms reference form filed in another filing, submitted simultaneously under SERFF filing AEMN-126833492.

Attachment:

AR Forms List1.pdf

Item Status: **Status Date:**

Satisfied - Item: Redlines

Comments:

Attachments:

411309 Contract Redline.pdf
 411309-DPPPC Data Page Redline.pdf
 411313 Allocation Redline.pdf

SERFF Tracking Number: AEMN-126813725 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 46901
Company Tracking Number: 411309ARI
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: WF New Product
Project Name/Number: WF New Product/411309

Item Status:

**Status
Date:**

Satisfied - Item: Certification

Comments:

Attachments:

AR Cert of Compliance Reg 33 411309.pdf
AR Certification1.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Consumer Information Notices

Comments:

Attachments:

AR Guaranty Association Notice (OD) 34146.pdf
AR Multi Fixed Consumer Info (OD) 271786.pdf

RiverSource Life Insurance Company
Statement of Variability
Version Date 09-21-2010

Variable Material for Form 411309 and state variations thereof, Deferred Annuity Contract

This form is designed for use with different variable annuity products and/or different distributors. 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. 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 in your state.

1. RiverSource Life Address, Service Phone, Logo

The company address may change including change of or addition of route numbers. Due to multiple distributors and different administration offices and telephone numbers these may vary at issues and have multiple ranges in use as the same time. An internal administrative code will appear above the version letter and date if and when this occurs. The logo design may change.

2. Lower right corner internal administrative information

The lower right hand corner will contain internal administrative information including but not limited to the version letter/print date which 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 2011 to future years. An internal administrative code will appear above the version letter and date when in use by multiple distributors.

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.

RiverSource Life Insurance Company
Statement of Variability
Version Date 9-21-2010

Variable Material for Form 411309-DPPPC and state variations thereof, Contract Data for purchase payment credit feature

The form is designed for use with different variable annuity products and/or different distributors. Multiple values within the stated ranges below 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. 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. The state abbreviation of 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	\$0 - \$5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however, higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
14. Maximum Purchase Payments Permitted, Each Contract Year thereafter, second tier Maximum Amount	\$0	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
15. Maximum Purchase Payments Permitted, Each Contract Year thereafter, upper limit Maximum Amount	\$0	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
16. Minimum Additional Purchase Payment	\$100	\$10 - \$1,000	Based on the economic environment, product design and changes in processing costs. Will not change often.
17. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account	\$1,000	\$10 - \$10,000	Based on the economic environment, product design, and changes in processing costs. Will not change often.
18. Purchase Payment Credit Period	9 contract years	1-9 contract years	Based on the competitive or economic environment and product design. Will not change often.
19. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
20. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.
21. Hospitalization/Nursing Home Waiver Benefit Age	75	70-100	Based on the competitive or economic environment and changes in utilization of the waiver. Will not change often.
22. TI Waiver Benefit Age	100	70-100	Based on the competitive or economic environment, changes in utilization of the waiver, the death benefits available, and experienced mortality. Will not change often.
23. 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.
24. ROPP Benefit Age for a "covered life change"	85	70-100	Based on the competitive or economic environment, changes in utilization of "covered life changes", the death benefits available, and experienced mortality. Will not change often.

	Current value	Range of possible values	When it might change for new issues
25. Recapture Period	9 contract years	0-9 contract years	Based on the competitive or economic environment and product design. Will not change often.
26. 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.
27. 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.
28. 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.
29. 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.
30. Payment for the first nine contract years for SDCA, Fixed Accounts or Guarantee Period Accounts	nine contract years	first - nine contract year(s)	The contract years for 0% allocation into SDCA, Fixed Account and Guarantee Period Account will reflect the same number years as the purchase payment credit period. See annotation #18.
31. Special DCA and Regular Fixed Account Purchase Payment Limits, and transfers to the Regular Fixed Account limit	100%	0% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
32. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account dollar amount limit	\$10,000	\$100 - \$100,000	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
33. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit	30%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.

34. Minimum Purchase Payment or Transfer Amount , Allocation Limits 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.

35. Purchase Payment Credit Percentage table - Purchase Payment credits may be limited to fewer than nine years for new sales. If this occurs, the rows in the table will change to reflect only the years in which additional purchase payments will be credited. Purchase payments credit period will range from 1 to 9 years, but will always include credit the first contract year. See also annotation #18.

36. Purchase Payment Credit Percentage

Contract Year Payment Received	Current Percentage	Range of possible percentage values
1	6.00%	1.00 - 6.00%
2	6.00%	1.00 - 6.00% (if the Purchase Payment Credit Period is less than 2 contract years, this row will not appear for new issues.)
3	5.00%	1.00 - 6.00% (if the Purchase Payment Credit Period is less than 3 contract years, this row will not appear for new issues.)
4	4.00%	1.00 - 6.00% (if the Purchase Payment Credit Period is less than 4 contract years, this row will not appear for new issues.)
5	3.00%	1.00 - 6.00% (if the Purchase Payment Credit Period is less than 5 contract years, this row will not appear for new issues.)
6	3.00%	1.00 - 6.00% (if the Purchase Payment Credit Period is less than 6 contract years, this row will not appear for new issues.)
7	2.00%	1.00 - 6.00% (if the Purchase Payment Credit Period is less than 7 contract years, this row will not appear for new issues.)
8	2.00%	1.00 - 6.00% (if the Purchase Payment Credit Period is less than 8 contract years, this row will not appear for new issues.)
9	1.00%	1.00 - 6.00% (if the Purchase Payment Credit Period is less than 9 contract years, this row will not appear for new issues.)
10+	0.00%	If the Purchase Payment Credit Period is less than 10 contract years, this row will appear for new issues as 2+ - 10+.

37. Variable account fund names – funds offered may change over time.
38. 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 previously approved optional death benefit rider and living benefit rider data page forms, as elected by the applicant.
39. The lower right hand corner will be used for internal administrative purposes and while not limited too, includes the version letter/print date which 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 2011 to future years. An internal administrative code will appear above the version letter and date when there are multiple values within the stated ranges within this statement of variability in use.
40. The Asset Allocation Program portfolio selected by the applicant will print.
41. Portfolio Navigator Program investment information will only print if owner participates in a program.
42. Fixed Account Minimum Interest Rate: We will issue a 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.
43. MVA Risk Factor. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
44. ROPP Benefit Age asterisk and "covered life change" statement. This is bracketed to indicate that if the product design changes such that the ROPP Benefit Age is the same age as would be used in the event of a "covered life change," the information contained in the brackets will be deleted for new issues.
45. Schedule of Purchase Payment Credit Recapture table. If purchase payment credit period is less than nine years, then the number of rows in the table will change to reflect Purchase Payment Credit Recapture Percentages only for the number of contract years purchase payments could be received. See also annotation #18 and #35. 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.

46. If the Recapture Period is changed (see annotation #25) then the number of columns in this table will change to reflect the revised "Number of Completed Years from Date of Each Purchase Payment" years listed. 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.

47. The Purchase Payment Credit Recapture Percentage applied will vary dependent on what the purchase payment credits will be. The purchase payment credit recapture percentages for new issues will be within the range of 0%-6.00% during the recapture period. The intention is to follow a declining vesting schedule over the recapture period based on the amount of credit given.

Contract Year Payment Received	Completed Years Since Payment Receipt									
	0	1	2	3	4	5	6	7	8	9+
1	6.00% (0 - 6.00%)	5.75% (0 - 6.00%)	5.50% (0 - 6.00%)	5.25% (0 - 6.00%)	4.75% (0 - 6.00%)	4.00% (0 - 6.00%)	3.25% (0 - 6.00%)	2.50% (0 - 6.00%)	1.25% (0 - 6.00%)	0.00%
2	6.00% (0 - 6.00%)	5.75% (0 - 6.00%)	5.25% (0 - 6.00%)	4.75% (0 - 6.00%)	4.25% (0 - 6.00%)	3.50% (0 - 6.00%)	2.50% (0 - 6.00%)	1.25% (0 - 6.00%)	0.00%	
3	5.00% (0 - 6.00%)	4.75% (0 - 6.00%)	4.25% (0 - 6.00%)	3.75% (0 - 6.00%)	3.00% (0 - 6.00%)	2.25% (0 - 6.00%)	1.25% (0 - 6.00%)	0.00%		
4	4.00% (0 - 6.00%)	3.75% (0 - 6.00%)	3.25% (0 - 6.00%)	2.50% (0 - 6.00%)	1.75% (0 - 6.00%)	1.00% (0 - 6.00%)	0.00%			
5	3.00% (0 - 6.00%)	2.50% (0 - 6.00%)	2.25% (0 - 6.00%)	1.50% (0 - 6.00%)	1.00% (0 - 6.00%)	0.00%				
6	3.00% (0 - 6.00%)	2.50% (0 - 6.00%)	1.75% (0 - 6.00%)	1.00% (0 - 6.00%)	0.00%					
7	2.00% (0 - 6.00%)	1.50% (0 - 6.00%)	1.00% (0 - 6.00%)	0.00%						
8	2.00% (0 - 6.00%)	1.00% (0 - 6.00%)	0.00%							
9	1.00% (0 - 6.00%)	0.00%								
10+	0.00%									

48. Mortality and Expense Risk Charge – may change depending upon customer elections of optional death benefit riders:

Until the earliest of: 1) the 9th Contract Anniversary, or 2) the Annuitization Start Date, or 3) the date the contract is continued as an Inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code.	Range of possible values	When it might change for new issues
1.65%	.60% - 3.00%	Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often.
After the earliest of: 1) the 9th Contract Anniversary, or 2) the Annuitization Start Date or 3) the date the contract is continued as an Inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code.	Range of possible values	When it might change for new issues
1.05%	0.50% - 2.00%	Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often.

Rider	Incremental Rider M&E Charges Added to Base M&E Charge if Rider Elected	Range of possible values	When it might change for new issues
411277 ROPP Death Benefit Rider (Only offered at older ages when the ROPP Benefit Age for currently issued product is less than 100.)	.20%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. 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. 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. 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. Will not change often.
411291 MAV5 Death Benefit Rider	.10%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. 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.

RiverSource Life Insurance Company

Statement of Variability

Version Date: 9-21-2010

New Business Subaccount Allocations

411313

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

This form will be used with the applications for variable annuities we may sell. The application is designed for use with different products and/or different distributors. Below is a description of the bracketed application items.

1. **RiverSource Life Address, Service Phone, Logo**

The company address may change including change of or addition of route numbers. Due to multiple distributors and different administration offices and telephone numbers, these may vary at issues and have multiple ranges in use as the same time. An internal administrative code will appear above the version letter and date if and when this occurs. The logo design may change.

2. **(not available with Purchase Payment Credit or Liquidity features)**

Bracketed to allow for future change of this current rule.

3. **Regular Fixed Account availability**

Bracketed to allow for future changes of this current rule.

4. **6-Month Special DCA Fixed Account and 12-Month Special DCA Fixed Account**

Bracketed to indicate that we could change the periods available. For example, if we no longer offer a 12 month option, that bracketed item would be deleted, or if we may want to add a 3 month option. There will always be at least one option available, and periods would not be longer than 24 months. Any such change to this form will be applicable to all new issues of the contract.

5. **Subaccount and allocation options**

Bracketed to allow for future fund changes, either addition or deletion of funds, or fund name changes. Guarantee Period Accounts will not appear where not offered. The Initial and DCA allocations are bracketed as the owner will complete this information.

6. **Lower right corner internal administrative information**

Abbreviated product name and number, alpha from C-Z, numbers from 1-12 and 2011 - 2021, to allow for future minor form changes. Multiple values within the stated ranges or explanations 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.

Forms List and Highlights of Differences Arkansas

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.	411309	Deferred Annuity Contract	411265I	Approved	09/23/2009	43492
2.	411309-DPPPC	Contract Data	411265-DPSG1	Approved	09/23/2009	43492
3.	411265-DPL4	Contract Data	411265-DPIN5	Approved	09/23/2009	43492
4.	411310	Endorsement	None			
5.	411313	Subaccount form	411270	Approved	09/23/2009	43492

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

Primary Differences

1.	Deferred Annuity Contract	<ul style="list-style-type: none"> 411309 has the Return of Purchase Payment death benefit included within the contract, unlike 411265 which was approved prior to the adoption of death benefit standards. The purchase payment credit provision has a credit based upon the contract year of purchase payment, and a credit recapture based on the contract year and age of the purchase payment.
2.	Contract Data page 411309-DPPPC:	411309-DPPPC has a chart with a purchase payment credit based upon the contract year of purchase payment, and a chart showing the credit recapture based on the contract year and age of the purchase payment.
3.	Contract Data page 411265-DPL4:	411265 with 411265-DPL4 has a 4 year surrender charge schedule vs. a 5 year surrender charge for 411265 with 411265-DPIN5
4.	Endorsement	New form indicating purchase payment restrictions for one of the features.
5.	Subaccount Election Form	Addition of allocation restrictions if one of the features is elected.

Forms **411309**, **411309-DPPPC** and **411265-DPL4** will be used with previously approved forms as shown below:

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
411269	401a Annuity Endorsement	Approved	09/23/2009	43492
411271	Variable Annuity Unisex Endorsement	Approved	09/23/2009	43492
411272	Guarantee Period Accounts Endorsement	Approved	09/23/2009	43492
411273	Annuity Endorsement Roth IRA	Approved	09/23/2009	43492
411274	Annuity Endorsement SIMPLE	Approved	09/23/2009	43492
411275	Annuity Endorsement Trad-SEP IRA	Approved	09/23/2009	43492
131068C	TSA Endorsement with a Loan Provision	Approved	03/20/2009	41857
275193	TSA Endorsement without loan provision.	Approved	03/20/2009	41857
411277	Return of Purchase Payment (ROPP)Death Benefit Rider	Approved	09/23/2009	43480

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
411278	Maximum Anniversary Value (MAV) Death Benefit Rider	Approved	09/23/2009	43480
DP411278	Contract Data Insert Language MAV	Approved	09/23/2009	43480
411279	5% Accumulation Death Benefit Rider	Approved	09/23/2009	43492
DP411279	Contract Data Insert Language 5% Accumulation	Approved	09/23/2009	43492
411280	Enhanced Death Benefit Rider	Approved	09/23/2009	43492
DP411280	Contract Data Insert Language Enhanced Death Benefit	Approved	09/23/2009	43492
411281	Enhanced Earnings (EE) Death Benefit Rider	Approved	09/23/2009	43492
DP411281	Contract Data Insert Language EE	Approved	09/23/2009	43492
411282	Enhanced Earnings Plus (EEP) Death Benefit Rider	Approved	09/23/2009	43492
DP411282	Contract Data Insert Language EEP	Approved	09/23/2009	43492
411283	Guaranteed Minimum Accumulation Benefit Rider (GMAB)	Approved	09/23/2009	43480
DP411283	Contract Data Insert Language GMAB	Approved	09/23/2009	43480
411291	Maximum 5-Year Anniversary Value Death Benefit Rider	Approved	12/07/2009	44231
DP411291	Contract Data Insert Page MAV5	Approved	12/07/2009	44231
411296-JT	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life	Approved	12/07/2009	44231
DP411296-JT	Contract Data Insert Page Joint GLWB	Approved	12/07/2009	44231
411296-SG	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life	Approved	12/07/2009	44231
DP411296-SG	Contract Data Insert Page Single GLWB	Approved	12/07/2009	44231
411266	Generic Application	Approved	9/23/2009	43492
411267	Variable Annuity Application Acknowledgement Form	Approved	09/23/2009	43492

Forms **411265-DPL4** will also be used with previously approved forms as shown below:

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
411265	Deferred Annuity Contract	Approved	09/23/2009	43492

RiverSource Life Insurance Company

829 Ameriprise Financial Center
Minneapolis, MN 55474

1-800-333-3437

Deferred Annuity Contract

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.

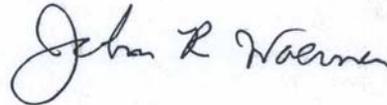
- If this is not an IRA contract, upon such cancellation We will refund an amount equal to the sum of: (1) the Contract Value, less any purchase payment credits, at the end of the Valuation Period during which We receive the contract; and (2) any premium tax charges paid.
- If this is an IRA contract,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

This contract will then be considered void from its start.

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



Secretary



President

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

Guide to Contract Provisions

Contract Data Page 3	Mortality and Expense Risk Charge
Important contract specifications, fund allocations, fees and charges, surrender charge schedule, purchase payment credit percentages	Variable Account Administrative Charge
Definitions Pages 4-5	Annuity Unit Value
Important words and meanings	Contract Value Pages 14-15-16
General Provisions PagePages 6-7	Contract Value
Entire Contract	Contract Value in the Variable Account
Annuity Tax Qualification	Contract Value in the Regular Fixed Account
Contract Modification	Contract Value in the Special DCA Fixed Account
Incontestable	Contract Administrative Charge
Benefits Based on Incorrect Data	Premium Tax Charges
State Laws	Transfers of Contract Values
Reports to Owner	Dollar Cost Averaging
Evidence of Survival	Special DCA Fixed Account
Protection of Proceeds	Surrender Provisions Pages 17-1916-18
Payments by Us	Surrender of the contract for its surrender value
Voting Rights	Rules for Surrender
Ownership, Annuitant and Beneficiary Pages 7-8	Surrender Value
Owner Rights	Surrender Charge
Non-Natural Person and Revocable Trust Ownership	Purchase Payment Credit Recapture
Change of Ownership	Purchase Payment Surrender Order
Beneficiary	Waiver of Surrender Charges
Change of Beneficiary	Suspension or Delay in Payment of Surrender
Change of Annuitant or Contingent Annuitant	Waiver of Surrender Charges upon Hospital or Nursing Home Confinement
Pre-election of an Annuity Payment Plan	Waiver of Surrender Charges upon Terminal Illness
Assignment	Disability Diagnosis
Payments to Beneficiaries Pages 9-10	Annuity Provisions Pages 19-20-24
Spouse's Option to Continue Contract	Annuity Payment
Death Benefit Before the Annuitization Start Date	Change of Annuitization Start Date
Amount Payable Before the Annuitization Start Date	Annuity Payment Plans
Payment Options	Plan Selection
Death of the Owner or Annuitant After the Annuitization Start Date	Allocation of Contract Values to Provide Fixed and Variable Payments
Purchase Payments Pages 10-11-12	Fixed Annuity Payments
Purchase Payments	Variable Annuity Payments
Additional Purchase Payments	Determination of the First Variable Annuity Payment
Payment Limits	Variable Annuity Payments After the First Payment
Allocation of Purchase Payments	Exchange of Annuity Units
Purchase Payment Credits	Tables of Annuity Payout Rates Pages 21-22-23
Accounts: Fixed and Variable Pages 12-13-14	Tables showing amount of first Variable Annuity payment and the guaranteed Fixed Annuity payments for the various payment plans
The Fixed Account	
Interest to be Credited	
The Variable Account	
Investments of the Variable Account	
Valuation of Assets	
Variable Account Accumulation Units	
Variable Account Accumulation Unit Value	
Net Investment Factor	

Definitions

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

Accumulation Unit

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

Annuitant

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

Annuitization Start Date

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

Annuity Unit

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

Attained Age

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

Code

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

Contingent Annuitant

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

Contract Anniversary

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

Contract Date

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

Contract Value

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

Day

Unless specified otherwise, a Day is a calendar day.

Fixed Account

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

Fixed Annuity

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

Nonqualified Contract

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

Owner, You, Your

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

Purchase Payment Credit Period

The Purchase Payment Credit Period represents the number of contract years during which purchase payment credits will be applied to Your contract. The Purchase Payment Credit Period starts on the Contract Date and ends after the number of years shown under Contract Data, on the day prior to the Contract Anniversary.

Recapture, Recaptured

Under certain circumstances during the Recapture Period, We may take back or "Recapture" all or a portion of the purchase payment credits as described in the Purchase Payment Credit Recapture provision.

Recapture Period

The Recapture Period represents the number of contract years during which purchase payment credits may be Recaptured. The Recapture Period starts on the Contract Date and ends after the number of years shown under the Contract Data, on the day prior to the Contract Anniversary.

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~~will apply jointly to each joint Owner named.

Non-Natural Person and Revocable Trust Ownership

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

Change of Ownership

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

A change of ownership may result in tax consequences.

See any attached tax qualified endorsement for ownership change limitations.

Beneficiary

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

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

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

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

Change of Beneficiary

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

By Beneficiary: If the death benefit under this contract becomes payable to a beneficiary (recipient) under an annuity payment plan, that recipient ~~shall~~will 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 descendants, 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~~will 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~~will 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~~will be equal to the death benefit that would otherwise have been paid. Had the death benefit been paid, the contract and any attached riders would terminate, resulting in rider charges for certain riders being deducted from the death benefit. Under spousal continuation all riders may not terminate, and only rider charges for terminating riders are deducted. The spouse may make additional purchase payments to the contract. Surrender charges and Recapture of purchase payment credits under the continued contract ~~shall~~will only apply to purchase payments made after the election by the spouse to continue the contract.

Death Benefit Before the Annuitization Start Date

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

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

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

Amount Payable Before the Annuitization Start Date

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

If You die before the Annuitization Start Date while this contract is in force and if You are eligible for the ROPP, 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 (ROPP) 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 before the Annuitization Start Date while this contract is in force; and if You are not eligible for the ROPP, then We will pay the beneficiary the Contract Value, less any purchase payment credits that are subject to reversal and after any rider charges have been deducted.~~

Covered Life Change Definition: A "covered life change" is either A(1) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B(2) 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:

$$a - \frac{X \cdot b}{c} \quad \text{where:}$$

- 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 and any purchase payment credits made to the contract.

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

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

— after any increases to the Contract Value due to
— the death benefit that would otherwise have been
— paid.

4. After a "covered life change" other than for a
— spouse who continues the contract:

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

A = — the Contract Value on that date after any rider

— charges have been deducted, and

B = — the ROPP value on that date (but prior to the

— reset).

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

Payment Options

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

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

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

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

If the beneficiary elects an annuity payment plan, the beneficiary ~~shall~~will 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 [Special DCA Fixed Account and the Regular Fixed Account](#) is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

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

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

Purchase Payment Credits

~~If shown under Contract Data,~~ We add a purchase payment credit to Your contract for each purchase payment You make [during the Purchase Payment Credit Period shown under Contract Data](#). Any purchase payment credit is allocated to Your Contract Value when the applicable purchase payment is applied, according to allocation instructions in effect for Your purchase payments.

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

~~Crediting Method 1: purchase payment.~~ The purchase payment credit ~~is a percentage of each purchase payment. As shown under Contract Data, the purchase payment credit~~ percentage depends on the ~~amount of cumulative net purchase payments. Cumulative net purchase payments are~~

~~total purchase payments less the total amount of partial surrenders. If an additional purchase payment in the first contract year causes the contract in which the payment is received as a whole to be eligible for a greater percentage credit, an additional credit will be allocated on the date of the additional purchase payment. The additional credit is determined such that the total credits to date equal the greater percentage multiplied by cumulative net payments shown under Contract Data.~~

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

~~Credits shall be reversed if applied within 12 months preceding:~~

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

~~2.—a request for surrender charge waiver due to Hospital or Nursing Home Confinement or Terminal Illness; or~~

~~3.—the Annuitization Start Date.~~

~~Credits shall be reversed. Purchase payment credits will not be applied to purchase payments made after the contract is continued as an Inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code.~~

~~:~~

During the Purchase Payment Credit Period, We may:

Reverse Purchase Payment Credits:
Purchase payment credits will be reversed
from the Contract Value for any purchase
payment made by check that is not honored.

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

After the end of the Purchase Payment Credit Period, purchase payment credits will not be reversed.

During the Recapture Period, We may:

Recapture Purchase Payment Credits:
All or a portion of purchase payment credits may be recaptured for full surrenders, certain partial surrenders and application of Your Contract Value to an annuity payment plan as described in the Purchase Payment Credit Recapture provision.

After the end of the Recapture Period, purchase payment credits will not be Recaptured.

Purchase payment credits are not reversed or Recaptured for death benefit payments made in the event of the death of the Owner.

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~~will not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the separate account, are credited or charged to such account without regard to other income, gains or losses of the company.

Investments of the Variable Account

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

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

We may also:

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

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

Valuation of Assets

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

Variable Account Accumulation Units

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

1. purchase payments and any purchase payment credits allocated to the variable subaccount; and
2. transfers to the variable subaccount;

and subtracting the number of Accumulation Units resulting from:

1. transfers from the variable subaccount; and
2. surrenders (including surrender charges and purchase payment credit Recapture amounts) from the variable subaccount; and
3. contract administrative charge or any rider charge deductions from the variable subaccount.

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

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

Variable Account Accumulation Unit Value

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

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

Net Investment Factor

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

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

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

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

Mortality and Expense Risk Charge

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

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

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

Variable Account Administrative Charge

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

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

Annuity Unit Value

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

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

Contract Value

Contract Value

The Contract Value at any time is the sum of:

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

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

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

Contract Value in the Variable Account

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

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

Contract Value in the Regular Fixed Account

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

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

Contract Value in the Special DCA Fixed Account

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

1. the sum of all purchase payments and any purchase payment credits allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders ([surrender charges and purchase payment credit recapture amounts](#)), 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 Annuitization 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~~will 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~~will not exceed the limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

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

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

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

These modifications could include, but are not limited to:

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

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

Dollar Cost Averaging (DCA)

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

Special DCA Fixed Account

You may ~~also~~ allocate new purchase payments ~~and any related purchase payment credits~~ to the Special DCA Fixed Account when available as shown under Contract Data. 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 and purchase payment credit Recapture amounts, 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 and purchase payment credit Recapture amounts, 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 and purchase payment credit Recapture amounts, cannot be repaid.

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

Surrender Value

The full surrender value at any time will be:

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

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge and any purchase payment credit Recapture amounts are deducted, will equal the amount You requested. We pay You the amount You requested.

Surrender Charge

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

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

$$PPS = PPSC + PPF$$

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

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

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

PS = Amount the Contract Value is reduced by the surrender

FA = the "total free amount"

CV = Contract Value prior to the surrender

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

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

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

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

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

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

Purchase Payment Credit Recapture

We determine the amount of purchase payment credits to be Recaptured during the Recapture Period by multiplying the amount of each purchase payment surrendered which is subject to Recapture, by the applicable purchase payment credit Recapture percentage shown under Contract Data, and then totaling the Recapture amounts. The purchase payment credit Recapture percentage depends upon 1) the contract year that the purchase payment being surrendered was received, and 2) the number of completed years since the purchase payment being surrendered was received.

During the Recapture Period, purchase payments surrendered which are subject to Recapture are:

- a. if You take a full or partial surrender, any purchase payments which could be subject to a surrender charge (PPSC), except for payments or a portion of payments that have a waiver of surrender charges; or
- b. on the Annuitization Start Date, all purchase payments surrendered (PPS).

No purchase payment credits will be Recaptured for the following:

- a. death benefit payments made in the event of the death of the Owner; or
- b. a full surrender with waiver of surrender charge due to nursing home confinement, hospitalization or terminal illness; or
- c. a partial surrender that is not subject to surrender charges; or
- d. surrenders or application of Your Contract Value to an annuity payment plan after spousal continuation, if no additional purchase payments are made; or
- e. surrenders or application of Your Contract Value to an annuity payment plan after continuation as an inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code, if no additional purchase payments are made; or
- f. surrenders or application of Your Contract Value to an annuity payment plan after the Recapture Period.

For purposes of determining any purchase payment credit Recapture amounts, purchase payments are surrendered in the following order.

1. First, purchase payments not subject to a Recapture are surrendered on a first-in, first-out basis. (No Recapture).
2. Second, any additional purchase payments that may be subject to Recapture are surrendered from purchase payments on a first-in, first-out basis to minimize the Recapture amounts that apply to these payments.

Purchase Payment Surrender Order

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

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

Waiver of Surrender Charges

Surrender charges are waived for all of the following.

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

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

Suspension or Delay in Payment of Surrender

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

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

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

Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

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

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

To qualify, a letter of proof must:

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

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

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

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

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

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

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

Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis

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

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

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

To qualify, the letter of proof must:

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

Annuity Provisions

Annuity Payment

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

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

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

Change of Annuitization Start Date

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

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

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

Annuity Payment Plans

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

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

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

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

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

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

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

Plan Selection

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

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

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

Allocation of Contract Values to Provide Fixed and Variable Payments

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

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

Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

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

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

Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

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

Determination of the First Variable Annuity Payment

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

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

Variable Annuity Payments After the First Payment

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

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

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

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

Exchange of Annuity Units

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

Tables of Annuity Payout Rates

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

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

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

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

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

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

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

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

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

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

Age at Annuitization	Beginning In Year	Plan A		Plan B						Plan C		Plan D
		Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		Joint & Survivor Non-Refund Male & Female Same Age
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	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



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

CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Signature One ABC Select**

Contract Number: 9920-SAMPLE _____ Contract Date: ~~October 1, 2009~~
January 2, 2011
 Annuitant: John Doe Annuitization Start Date: ~~October 1, 2009~~ January 2, 2011
 Contract Owner: John Doe Age at Issue: 35

Application Signed State/Contract Delivery State: state

State Insurance Department: 800-ZZZ-ZZZZ

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

Scheduled Purchase Payment:
 Annual Amount: NA

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

Minimum Additional Purchase Payment: \$100

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

~~Purchase Payment Credits: Crediting Method 1~~
~~Cumulative Net Purchase Payment* Amount Net Purchase Payment Credit~~
~~Percentage Period: 9 Contract Years~~
~~\$ 0 - \$249,999.99 4%~~
~~\$250,000.00 + 5%~~

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

Purchase Payment Credit Percentages:

<u>Contract Year Payment Received</u>	<u>Credit Percentages</u>
<u>1</u>	<u>6.00%</u>
<u>2</u>	<u>6.00%</u>
<u>3</u>	<u>5.00%</u>
<u>4</u>	<u>4.00%</u>
<u>5</u>	<u>3.00%</u>
<u>6</u>	<u>3.00%</u>
<u>7</u>	<u>2.00%</u>
<u>8</u>	<u>2.00%</u>
<u>9</u>	<u>1.00%</u>
<u>10+</u>	<u>0.00%</u>

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

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: October 1, 2009

change the amount, frequency and allocations as provided in this contract. Refer to the Purchase Payments provision.

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
Fixed Account			
Regular Fixed Account	___%		
6-month Special DCA Fixed Account	___%		
12-month Special DCA Fixed Account	___%		
Guarantee Period Accounts (GPA)			
1 Year Guarantee Period Account	___%		
2 Year Guarantee Period Account	___%		
3 Year Guarantee Period Account	___%		
4 Year Guarantee Period Account	___%		
5 Year Guarantee Period Account	___%		
6 Year Guarantee Period Account	___%		
7 Year Guarantee Period Account	___%		
8 Year Guarantee Period Account	___%		
9 Year Guarantee Period Account	___%		
10 Year Guarantee Period Account	___%		
AIM V.I. [A1]			
Capital Appreciation Fund, Series II Shares	___%	AIM V.I.	
Capital Development Fund, Series II Shares	___%	Capital Appreciation Fund, Series II Shares	___%
Global Health Care Fund, Series II Shares	___%	Capital Development Fund, Series II Shares	___%
International Growth 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 ^(R) , Class II	___%
		Value, Class II	___%

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: October 1, 2009

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	—	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
Columbia				
High Yield Fund, Variable Series, Class B	___%		Oppenheimer	
Marsico Growth Fund, Variable Series, Class A	___%		Capital Appreciation Fund/VA, Service Shares	___%
Marsico International Opportunities Fund, Variable			Global Securities Fund/VA, Service Shares	___%
Series, Class B	___%		Main Street Small Cap Fund/VA, Service Shares	___%
Small Cap Value Fund, Variable Series, Class B	___%		Strategic Bond Fund/VA, Service Shares	___%
Credit Suisse Trust -				
Commodity Return Strategy Portfolio	___%		PIMCO-VIT	
Dreyfus				
VIF International Equity Portfolio, Service Shares	___%		All Asset Portfolio, Advisor Share Class	___%
VIF International Value Portfolio, Service Shares	___%		RiverSource Variable Series Trust	
Eaton Vance VT				
Floating Rate Income Fund	___%		RiverSource Partners VP	
Fidelity^(R) -VIP				
Contrafund ^(R) Portfolio Service Class 2	___%		Fundamental Value Fund	___%
Investment Grade Bond Portfolio Service Class 2	___%		Select Value Fund	___%
Mid Cap Portfolio Service Class 2	___%		Small Cap Value Fund	___%
Overseas Portfolio Service Class 2	___%		RiverSource VP	
Franklin Templeton VIP Trust				
Franklin Income Securities Fund - Class 2	___%		Cash Management Fund	___%
Templeton Global Income Securities Fund - Class 2	___%		Diversified Bond Fund	___%
Templeton Growth Securities Fund - Class 2	___%		Diversified Equity Income Fund	___%
Goldman Sachs-VIT				
Mid Cap Value Fund - Institutional Shares	___%		Dynamic Equity Fund	___%
Structured U.S. Equity Fund - Institutional Shares	___%		Global Inflation Protected Securities Fund	___%
Janus Aspen Series				
Large Cap Growth Portfolio: Service Shares	___%		High Yield Bond Fund	___%
Legg Mason Partners Variable				
Small Cap Growth Portfolio, Class I	___%		Income Opportunities Fund	___%
MFS^(R)				
Total Return Series - Service Class	___%		Mid Cap Value Fund	___%
Utilities Series - Service Class	___%		S&P 500 Index Fund	___%
			Short Duration U.S. Government Fund	___%
			Seligman VP	
			Growth Fund	___%
			Threadneedle VP	
			Emerging Markets Fund	___%
			International Opportunity Fund	___%
			Van Kampen LIT	
			Comstock Portfolio Class II Shares	___%
			Van Kampen UIF	
			Global Real Estate Portfolio, Class II Shares	___%
			Mid Cap Growth Portfolio, Class II Shares	___%
			Wanger	
			International	___%
			USA	___%

American Century VP	
Mid Cap Value, Class II	%
Ultra ^(R) , Class II	%
Value, Class II	%

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 Shares	%
VIF International Value Portfolio, Service Shares	%

Eaton Vance VT	
Floating-Rate Income Fund	%

Fidelity^(R) VIP	
Contrafund ^(R) 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^(R)	
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	%

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	%
Dynamic Equity Fund	% Global Inflation Protected
Securities Fund	%
High Yield Bond Fund	%
Income Opportunities Fund	%
Mid Cap Value Fund	%
S&P 500 Index Fund	%
Short Duration U.S. Government Fund	%

Seligman VP	
Growth Fund	%

Threadneedle VP	
Emerging Markets Fund	% International Opportunity Fund

Van Kampen LIT	
Comstock Portfolio Class II Shares	%

Van Kampen UIF	
Global Real Estate Portfolio, Class II Shares	%
Mid Cap Growth Portfolio, Class II Shares	%

Wanger	
International	%
USA	%

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

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: January 2, 2011

Fixed Account Minimum Interest Rate: ~~X1.25%~~

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

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

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

MVA Risk Factor: 0.001

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10%

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

Hospitalization/Nursing Home Waiver Benefit Age: 75

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

TI Waiver Benefit Age: 100

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

ROPP Benefit Age: 100*

See Payments to Beneficiaries provision.

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

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

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
0	8.0% 7.5%
1	8.0% 7.5%
2	8.0% 7.5%
3	7.0%
4	6.0%
5	5.0%
6	4.0%
6	7 3.0%
7	8 2.0%
8	1.0%
9+	0.0%

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

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: January 2, 2011

Recapture Period: 9 Contract Years

Purchase Payment Credit Recapture Schedule: For certain surrenders during the Recapture Period, all or a portion of purchase payment credits may be Recaptured by Us based on the contract year the purchase payment was made and when it is surrendered.

(Purchase Payment Credit Recapture Percentage Applied to Each Purchase Payment Surrendered)

Contract Year Payment Received	Number of Completed Years from Date of Each Purchase Payment									
	0	1	2	3	4	5	6	7	8	9+
1	6.00%	5.75%	5.50%	5.25%	4.75%	4.00%	3.25%	2.50%	1.25%	0.00%
2	6.00%	5.75%	5.25%	4.75%	4.25%	3.50%	2.50%	1.25%	0.00%	
3	5.00%	4.75%	4.25%	3.75%	3.00%	2.25%	1.25%	0.00%		
4	4.00%	3.75%	3.25%	2.50%	1.75%	1.00%	0.00%			
5	3.00%	2.50%	2.25%	1.50%	1.00%	0.00%				
6	3.00%	2.50%	1.75%	1.00%	0.00%					
7	2.00%	1.50%	1.00%	0.00%						
8	2.00%	1.00%	0.00%							
9	1.00%	0.00%								
10+	0.00%									

Annual Mortality and Expense Risk Fee:

Until the earliest of: 1) the 9th Contract Anniversary, or 2) the Annuitization Start Date, or 3) the date the contract is continued as an Inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code.

Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee

1.65% + 0.00% = 1.65% of the daily net asset value

After the earliest of: 1) the 9th Contract Anniversary, or 2) the Annuitization Start Date or 3) the date the contract is continued as an Inherited IRA or for a beneficiary of a participant in an employer sponsored retirement plan under the Code.

Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee

1.6005% + 0.00% = 1.6005% of the daily net asset value

9th Contract Anniversary and after

Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee

1.30% + 0% = 1.30% of the daily net asset value

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

Contract Administrative Charge:

Initial Annual Charge \$40

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

Initial Annual Charge if contract value equals or exceeds \$50,000 \$0

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

Special DCA Fixed Account and Regular Fixed Account Purchase Payment and Transfer Limits:

- 1. Payments to the Special DCA Fixed Account and Regular Fixed Account are limited to 40% of each payment. (There are no limits on payments to for 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.) first nine contract years and 100% thereafter.

2.

Regular Fixed Account Transfer Limits:

- 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 40% of the total Contract

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: January 2, 2011

~~Value. (There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.) for the first nine contract years and 100% thereafter.~~

- ~~3.~~ Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - a. \$10,000; or
 - b. 30% of the Regular Fixed Account Contract Value at the beginning of the contract year. ~~All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.~~

Guarantee Period Accounts (GPA) Limits:

- ~~β.~~ Guarantee Period Accounts are not available for the first nine contract years.



RiverSource Life Insurance Company
829 Ameriprise Financial Center
Minneapolis, MN 55474

RiverSource 
Annuities

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
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	___%	___%	___%
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	___%	___%	___%



RiverSource Life Insurance Company
829 Ameriprise Financial Center
Minneapolis, MN 55474

RiverSource 
Annuities

New Business Subaccount Funds Allocation

Owner's Social Security Number or Taxpayer Identification Number

Agent name

Investment Options	Initial	DCA	
		From	To
Fixed Account (not available with Purchase Payment Credit or Liquidity features)			
RVSL Regular Fixed Account	___%	___%	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) (not available with Purchase Payment Credit or Liquidity features)			
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
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	___%	___%	___%
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	___%	___%	___%



Investment Options	Initial	DCA	
		From	To
Credit Suisse Trust			
Commodity Return Strategy Portfolio	___%	___%	___%
Dreyfus VIF			
International Equity Portfolio, Service Shares	___%	___%	___%
International Value Portfolio, Service Shares	___%	___%	___%
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 Bond 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	___%	___%	___%
Invesco 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	___%	___%	___%
Invesco Van Kampen V.I.			
Comstock Fund, Series II Shares	___%	___%	___%
Janus Aspen Series			
Janus Portfolio: Service Shares	___%	___%	___%
Legg Mason ClearBridge Variable			
Small Cap Growth Portfolio, Class I	___%	___%	___%
MFS®			
Total Return Series – Service Class	___%	___%	___%
Utilities Series – Service Class	___%	___%	___%
Morgan Stanley UIF			
Global Real Estate Portfolio, Class II Shares	___%	___%	___%
Mid Cap Growth Portfolio, Class II Shares	___%	___%	___%



Investment Options	Initial	DCA	
		From	To
Credit Suisse Trust			
Commodity Return Strategy Portfolio	___%	___%	___%
Dreyfus VIF			
International Equity Portfolio, Service Shares	___%	___%	___%
International Value Portfolio, Service Shares	___%	___%	___%
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 Bond 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	___%	___%	___%
Invesco 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	___%	___%	___%
Invesco Van Kampen V.I.			
Comstock Fund, Series II Shares	___%	___%	___%
Janus Aspen Series			
Janus Portfolio: Service Shares	___%	___%	___%
Legg Mason ClearBridge Variable			
Small Cap Growth Portfolio, Class I	___%	___%	___%
MFS®			
Total Return Series – Service Class	___%	___%	___%
Utilities Series – Service Class	___%	___%	___%
Morgan Stanley UIF			
Global Real Estate Portfolio, Class II Shares	___%	___%	___%
Mid Cap Growth Portfolio, Class II Shares	___%	___%	___%



Investment Options	Initial	DCA	
		From	To
Oppenheimer			
Capital Appreciation Fund/VA, Service Shares	___%	___%	___%
Global Securities Fund/VA, Service Shares	___%	___%	___%
Global Strategic Income Fund/VA, Service Shares	___%	___%	___%
Main Street Small Cap Fund/VA, Service Shares	___%	___%	___%
PIMCO VIT			
All Asset Portfolio, Advisor Share Class	___%	___%	___%
RiverSource Variable Series Trust			
RiverSource VP			
Cash Management Fund (Class 3)	___%	___%	___%
Diversified Bond Fund (Class 3)	___%	___%	___%
Diversified Equity Income Fund (Class 3)	___%	___%	___%
Dynamic Equity Fund (Class 3)	___%	___%	___%
Global Inflation Protected Securities Fund (Class 3)	___%	___%	___%
High Yield Bond Fund (Class 3)	___%	___%	___%
Income Opportunities Fund (Class 3)	___%	___%	___%
Mid Cap Value Fund (Class 3)	___%	___%	___%
S&P 500 Index Fund (Class 3)	___%	___%	___%
Short Duration U.S. Government Fund (Class 3)	___%	___%	___%
Seligman VP			
Growth Fund (Class 3)	___%	___%	___%
Threadneedle VP			
Emerging Markets Fund (Class 3)	___%	___%	___%
International Opportunity Fund (Class 3)	___%	___%	___%
Variable Portfolio			
Davis New York Venture Fund (Class 3)	___%	___%	___%
Goldman Sachs Mid Cap Value Fund (Class 3)	___%	___%	___%
Partners Small Cap Value Fund (Class 3)	___%	___%	___%
Conservative Portfolio (Class 2)	___%	___%	___%
Moderately Conservative Portfolio (Class 2)	___%	___%	___%
Moderate Portfolio (Class 2)	___%	___%	___%
Moderately Aggressive Portfolio (Class 2)	___%	___%	___%
Aggressive Portfolio (Class 2)	___%	___%	___%
Wanger			
International	___%	___%	___%
USA	___%	___%	___%
TOTAL (allocations must equal 100%)	_____%	_____%	_____%



Investment Options	Initial	DCA	
		From	To
Oppenheimer			
Capital Appreciation Fund/VA, Service Shares	___%	___%	___%
Global Securities Fund/VA, Service Shares	___%	___%	___%
Global Strategic Income Fund/VA, Service Shares	___%	___%	___%
Main Street Small Cap Fund/VA, Service Shares	___%	___%	___%
PIMCO VIT			
All Asset Portfolio, Advisor Share Class	___%	___%	___%
RiverSource Variable Series Trust			
RiverSource VP			
Cash Management Fund (Class 3)	___%	___%	___%
Diversified Bond Fund (Class 3)	___%	___%	___%
Diversified Equity Income Fund (Class 3)	___%	___%	___%
Dynamic Equity Fund (Class 3)	___%	___%	___%
Global Inflation Protected Securities Fund (Class 3)	___%	___%	___%
High Yield Bond Fund (Class 3)	___%	___%	___%
Income Opportunities Fund (Class 3)	___%	___%	___%
Mid Cap Value Fund (Class 3)	___%	___%	___%
S&P 500 Index Fund (Class 3)	___%	___%	___%
Short Duration U.S. Government Fund (Class 3)	___%	___%	___%
Seligman VP			
Growth Fund (Class 3)	___%	___%	___%
Threadneedle VP			
Emerging Markets Fund (Class 3)	___%	___%	___%
International Opportunity Fund (Class 3)	___%	___%	___%
Variable Portfolio			
Davis New York Venture Fund (Class 3)	___%	___%	___%
Goldman Sachs Mid Cap Value Fund (Class 3)	___%	___%	___%
Partners Small Cap Value Fund (Class 3)	___%	___%	___%
Conservative Portfolio (Class 2)	___%	___%	___%
Moderately Conservative Portfolio (Class 2)	___%	___%	___%
Moderate Portfolio (Class 2)	___%	___%	___%
Moderately Aggressive Portfolio (Class 2)	___%	___%	___%
Aggressive Portfolio (Class 2)	___%	___%	___%
Wanger			
International	___%	___%	___%
USA	___%	___%	___%
TOTAL (allocations must equal 100%)	_____%	_____%	_____%

CERTIFICATION

Form Number(s)	Form Title(s)
411309	Deferred Annuity Contract
411309-DPPPC	Contract Data purchase payment credit feature
411313	Subaccount Allocation Form

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

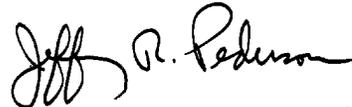
Date: September 27, 2010

STATE OF ARKANSAS
Individual Variable Annuity
CERTIFICATION OF COMPLIANCE

Forms: 411309, 411309-DPPPC, and 411313

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 27, 2010

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.