

SERFF Tracking Number: AEMN-126833492 State: Arkansas  
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 46903  
 Company Tracking Number: 411309AR2  
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
 Variable and Variable  
 Product Name: Variable Annuities  
 Project Name/Number: WF New Product/411309

## Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Variable Annuities SERFF Tr Num: AEMN-126833492 State: Arkansas  
 TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 46903  
 Variable and Variable Closed  
 Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 411309AR2 State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Authors: Linda Elston, Claudia Disposition Date: 10/05/2010  
 Gehrig, Susan Schmidt  
 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  
 Project Number: 411309  
 Requested Filing Mode: Review & Approval

Explanation for Combination/Other:  
 Submission Type: New Submission  
 Overall Rate Impact:  
 Filing Status Changed: 10/05/2010

Deemer Date:  
 Submitted By: Susan Schmidt  
 Filing Description:  
 Subject: Individual Fixed and Variable Annuity Submission

Status of Filing in Domicile: Pending  
 Date Approved in Domicile:  
 Domicile Status Comments: Domicile state of Minnesota is an Interstate Compact State in which these forms have been filed.  
 Market Type: Individual  
 Group Market Size:  
 Group Market Type:  
 Explanation for Other Group Market Type:  
 State Status Changed: 10/05/2010  
 Created By: Susan Schmidt  
 Corresponding Filing Tracking Number:

We wish to place the 2 fixed and variable annuity forms listed in the forms tab on file for approval. They consist of 1 contract data page and 1 endorsement.

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

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 DATA PAGE FORM

...Form 411265-DPL4

This data page will be issued with contract form 411265. The surrender charge schedule is 8%, 8%, 7% and 6% with this product. This datapage is similar to previously approved Innovations Select with a seven year surrender charge except the feature of this new product is to have the same benefits with a shorter surrender charge schedule. The contract owner will have a higher M&E fee for the first four contract years to pay for the benefit of having a shorter surrender charge schedule; the owner will no longer pay the higher fee as reflected in the lower base contract M&E fee after the fourth contract year. The maximum issue age will initially be age 85. The minimum initial payment will be \$10,000. Additional payments are allowed during the first four contract years and may be allowed in contract years 5 and later.

#### ENDORSEMENT FORM

...Form 411310

This purchase payment limit endorsement will initially be used with contract form 411265 when data page 411265-DPL4 is attached. The shorter surrender charge schedule feature for this B-share contract increases our pricing risk, but this risk is mitigated by the use of this endorsement. This endorsement may be used with future contracts if we offer additional products with similar benefits and risk. Those products would be filed for approval prior to use.

#### 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,

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any adaptation we make will not involve changes to the text without prior approval and will always meet or exceed the requirements of your state regulations.

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

Sincerely,  
 Susan Schmidt, 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]

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## 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

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$125.00	09/27/2010	39906404

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/05/2010	10/05/2010

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## **Disposition**

Disposition Date: 10/05/2010

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	No
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Variable Materials	Yes	Yes
Supporting Document	Forms List	Yes	Yes
Supporting Document	Redline	Yes	Yes
Supporting Document	Certification	Yes	Yes
Supporting Document	Consumer Information Notices	Yes	Yes
Form	4 year surrender charge option feature datapage	Yes	Yes
Form	Purchase Payment Limit endorsement	Yes	Yes

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## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	411265-DPL4	Data/Declaration Pagescharge datapage	Initial		0.000	411265-DPL4.pdf
	411310	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	411310.pdf

CONTRACT DATA

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

Contract Number: [9920-0000000] Contract Date: [January 2, 2011]
Annuitant: [John Doe2] Annuitization Start Date: [January 1, 2071]
Contract Owner: [John Doe2] Age at Issue: [35]
Application Signed State/Contract Delivery State: [state]
State Insurance Department: [800-ZZZ-ZZZZ ]
Initial Purchase Payment: [\$25,000.00] 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 2 through 4:

- Under age [86:]: [\$100,000]
- Age [86] or older and under age [91]: [\$0]
- Age [91] or older: [\$0]

Each Contract Year thereafter:

- Under age [86:]: [\$0]
- 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]

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.

Table with 2 columns: Allocation, Payment Allocation Percentage. Lists various fund names like AllianceBernstein VPS Gbl Them Gr CI B, American Century VP Mid Cap Value CI II, etc.

Contract Number: [9920-0000000] 2.

Contract Date: [January 2, 2011] 2.

Payment Allocation  
Percentage

Allocation

- Fidelity VIP Overseas Port Service CI 2 35.
- 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
- Seligman VP Growth Fund CI 3
- Threadneedle VP Emerging Markets Fd CI 3
- Threadneedle VP Intl Opportunity Fd CI 3
- Wanger International
- Wanger USA

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

Fixed Account Minimum Interest Rate: [1.25%] 40.

CONTRACT DATA - Continued

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

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

[MVA Risk Factor: [0.001] **21.**

**41.** See Guarantee Period Accounts endorsement, MVA formula.]

CV Waiver Percentage: [10%] **22.**

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

Hospitalization/Nursing Home Waiver Benefit Age: [75] **23.**

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

TI Waiver Benefit Age: [100] **24.**

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

ROPP Benefit Age: [100\*] **25.**

See Payments to Beneficiaries provision. **26.**

**42.** [\*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 four years before surrender.

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
0	8.0%
1	8.0%
2	7.0%
3	6.0%
4+	0.0%

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

Annual Mortality and Expense Risk Fee:

Until the earliest of: 1) the 4th 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.

**43.** [ Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee  
1.55% + 0.00% = 1.55% of the daily net asset value ]

After the earliest of: 1) the 4th 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.

**43.** [ 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] **27.**

Contract Administrative Charge:

Initial Annual Charge [\$40] **28.**

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] **29.** [\$0] **30.**

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

CONTRACT DATA - Continued

Contract Number: [9920-0000000] 2.

Contract Date: [January 2, 2011] 2.

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 four contract years and [100%] thereafter, if applicable. 31.

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 for the first four contract years and [100%] thereafter, if applicable. 29.
- 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 four contract years. ]

# Annuity Endorsement

## Purchase Payment -- Payment Limits Provision

This endorsement is made part of the annuity contract to which it is attached. This endorsement is subject to all of the provisions in the annuity contract and any attached endorsement or optional riders that do not conflict with the provisions of this endorsement.

### CONTRACT PROVISION MODIFICATIONS

The Payment Limits provision is modified to be more restrictive. The second paragraph of the provision is deleted and replaced by the following.

Additional Purchase Payments - You may make additional purchase payments in specified contract years of at least a minimum amount, shown under Contract Data. If, on a nondiscriminatory basis, We permit additional purchase payments beyond the contract years shown, You will be notified.

### Effective Date

This endorsement is issued and effective as of the contract date of the contract unless a different date is shown here.

### Termination Provision

Termination of the contract for any reason will terminate the endorsement.

### RiverSource Life Insurance Company

[  ] 2.

Secretary

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## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Application

**Comments:**

Application form 411266 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 411265-DPL4.pdf  
 Statement of Variability 411310 Endorsement.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Forms List

**Comments:**

The yellow highlighted forms in the document below are the forms submitted in this filing. The other forms are another filing submitted simultaneously. under SERFF filing AEMN-126813725.

**Attachment:**

AR Forms List2.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Redline

**Comments:**

**Attachment:**

411265-DPL4 Data Page Redline.pdf

**Item Status:** **Status**

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**Date:**

**Satisfied - Item:** Certification

**Comments:**

**Attachments:**

AR Cert of Compliance Reg 33 411265-DPL4.pdf  
AR Certification2.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 9-21-2010

Variable Material for Form 411265-DPL4, Contract Data for 4 year surrender charge option

The 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 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.

	<b>Current value</b>	<b>Range of possible values</b>	<b>When it might change for new issues</b>
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.

	<b>Current value</b>	<b>Range of possible values</b>	<b>When it might change for new issues</b>
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 2 through 4, 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 2 through 4, 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 2 through 4, 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. Maximum Purchase Payments Permitted, Each Contract Year thereafter, Maximum Amount	\$0	\$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.
17. 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.
18. 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.
19. Minimum Additional Purchase Payment	\$100	\$10 - \$1,000	Based on the economic environment, product design and changes in processing costs. Will not change often.
20. 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.

	<b>Current value</b>	<b>Range of possible values</b>	<b>When it might change for new issues</b>
21. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
22. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
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. Variable account fund names – funds offered may change over time.
36. The first page number will be 3.0 and subsequent page numbers will be 3.1, 3.2, 3.3 and so on, until the last page of the form. The number of pages will vary based on the insertion of previously approved optional death benefit rider and living benefit rider data page forms, as elected by the applicant.
37. 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 there are multiple values within the stated ranges within this statement of variability in use.
38. The Asset Allocation Program portfolio selected by the applicant will print.
39. Portfolio Navigator Program information will only print if owner participates in a program.
40. 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.
41. 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.
42. 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.
43. Mortality and Expense Risk Charge – may change depending upon customer elections of optional death benefit riders:

<b>Until the earliest of: 1) the 4th 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.</b>	<b>Range of possible values</b>	<b>When it might change for new issues</b>
1.55%	.60% -3.00%	Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often.
<b>After the earliest of: 1) the 4th 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.</b>	<b>Range of possible values</b>	<b>When it might change for new issues</b>
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.

<b>Rider</b>	<b>Incremental Rider M&amp;E Charges Added to Base M&amp;E Charge if Rider Elected</b>	<b>Range of possible values</b>	<b>When it might change for new issues</b>
411277 ROPP Death Benefit Rider (Only)	.20%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and

offered at older ages when the ROPP Benefit Age for currently issued product is less than 100.)			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: 09-21-2010

411310            Purchase Payment Limit Endorsement

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

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This endorsement will be used with variable annuities we sell, to modify the purchase payment limit provision in the contract. Below is a description of the bracketed items.

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

For version control, will have alphas from A-Z, numbers from 01-12 and 2011 - 2021, to allow for future minor form changes, such as officer signatures.

**2. Officer Signature**

The officer signature is bracketed to indicate that the name may change.

## 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	411265l	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"> <li>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.</li> <li>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.</li> </ul>
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

CONTRACT DATA

Deferred Annuity Contract: **RiverSource® InnovationsABC Select**

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

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 2 through 4~~:  
 - Under age 86: \$100,000  
 - Age 86 or older and under age 91: \$0  
 - Age 91 or older: \$0

Each Contract Year thereafter:  
 - Under age 86: \$0  
 - 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

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

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
<b>AllianceBernstein VPS</b>		<b>Credit Suisse Trust -</b>	
Global Thematic Growth Portfolio (Class B)	___%	Commodity Return Strategy Portfolio	___%
Growth and Income Portfolio (Class B)	___%	<b>Dreyfus</b>	
International Value Portfolio (Class B)	___%	VIF International Equity Portfolio, Service Shares	___%
<b>American Century VP</b>		VIF International Value Portfolio, Service Shares	___%
Mid Cap Value, Class II	___%	<b>Eaton Vance VT</b>	
Ultra <sup>(R)</sup> , Class II	___%	Floating-Rate Income Fund	___%
Value, Class II	___%	<b>Fidelity<sup>(R)</sup> VIP</b>	
<b>Columbia</b>		Contrafund <sup>(R)</sup> Portfolio Service Class 2	___%
High Yield Fund, Variable Series, Class B	___%	Investment Grade Bond Portfolio Service Class 2	___%
Marsico Growth Fund, Variable Series, Class A	___%	Mid Cap Portfolio Service Class 2	___%
Marsico International Opportunities Fund, Variable Series, Class B	___%	Overseas Portfolio Service Class 2	___%
Small Cap Value Fund, Variable Series, Class B	___%		
___%			
<b>Franklin Templeton VIP Trust</b>		<b>RiverSource Variable Series Trust</b>	

Franklin Income Securities Fund - Class 2	___%
Templeton Global Income Securities Fund - Class 2	___%
Templeton Growth Securities Fund - Class 2	___%
<b>Goldman Sachs VIT</b>	
Mid Cap Value Fund - Institutional Shares	___%
Structured U.S. Equity Fund - Institutional Shares	___%
<b>Invesco V.I.</b>	
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	___%
<b>Invesco Van Kampen V.I.</b>	
Comstock Fund, Series II Shares	___%
<b>Janus Aspen Series</b>	
Large Cap Growth Portfolio: Service Shares	___%
<b>Legg Mason Partners Variable</b>	
Small Cap Growth Portfolio, Class I	___%
<b>MFS<sup>(R)</sup></b>	
Total Return Series - Service Class	___%
Utilities Series - Service Class	___%
<b>Morgan Stanley UIF</b>	
Global Real Estate Portfolio, Class II Shares	___%
Mid Cap Growth Portfolio, Class II Shares	___%
<b>Oppenheimer</b>	
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	___%
<b>PIMCO VIT</b>	
All Asset Portfolio, Advisor Share Class	___%

<b>RiverSource VP</b>	
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)	___%
<b>Seligman VP</b>	
Growth Fund (Class 3)	___%
<b>Threadneedle VP</b>	
Emerging Markets Fund (Class 3)	___%
International Opportunity Fund (Class 3)	___%
<b>Variable Portfolio</b>	
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)	___%
<b>Wanger</b>	
International	___%
USA	___%

Asset Allocation Program Investment Selection: [Portfolio Navigator VP](#) - Moderate [Model Portfolio](#)

Fixed Account Minimum Interest Rate: ~~1.25%~~

~~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 ~~five~~four years before surrender.

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
0	8.0%
1	<del>8.0%</del>
<del>2</del>	7.0%
2	<del>3</del> 6.0%
3	<del>4.0%</del>
4	<del>2.0%</del>
5+	0.0%

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

Annual Mortality and Expense Risk Fee:

Until the earliest of: 1) the 4th 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  
1.4055% + 0.00% = 1.4055% of the daily net asset value

After the earliest of: 1) the 4th 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

1.05% + 0.00% = 1.05% 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 ~~400%~~ of each payment. ~~(There are no limits on payments to for the Regular Fixed Account first four contract years and 100% thereafter, 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.)~~ applicable.

~~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 ~~400%~~ of the total Contract Value. ~~(There are no limits on transfers to the Regular Fixed Account for the first four contract years and 100% thereafter, 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.)~~ applicable.
- ~~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:

- Guarantee Period Accounts are not available for the first four contract years.

## CERTIFICATION

Form Number(s)	Form Title(s)
411265-DPL4	Contract Data 4 year surrender charge option
411310	Purchase Payment Limits Endorsement

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.



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RiverSource Life Insurance Company  
Susan Schmidt, Assistant Secretary

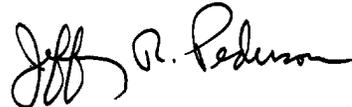
Date: September 27, 2010

**STATE OF ARKANSAS**  
**Individual Variable Annuity**  
**CERTIFICATION OF COMPLIANCE**

**Forms:** 411265-DPL4 and 411310

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.



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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**

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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.

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### **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**

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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.