

SERFF Tracking Number: AEMN-127041161 State: Arkansas  
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 48519  
 Company Tracking Number: 131068DAR  
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
 Variable and Variable  
 Product Name: RAVA 5  
 Project Name/Number: 2011 Qualified Annuities/131068D

## Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: RAVA 5 SERFF Tr Num: AEMN-127041161 State: Arkansas  
 TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 48519  
 Variable and Variable Closed  
 Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 131068DAR State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Disposition Date: 04/20/2011  
 Authors: Linda Elston, Claudia Gehrig, Jeff Pederson, Susan Schmidt  
 Date Submitted: 04/18/2011 Disposition Status: Approved-Closed  
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: 2011 Qualified Annuities  
 Project Number: 131068D  
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending  
 Date Approved in Domicile:  
 Domicile Status Comments: Our domicile state of Minnesota is in the Interstate Compact. The filing is currently pending with the IIPRC.  
 Market Type: Individual  
 Individual Market Type:  
 Filing Status Changed: 04/20/2011  
 State Status Changed: 04/20/2011  
 Created By: Linda Elston  
 Corresponding Filing Tracking Number:

Explanation for Combination/Other:  
 Submission Type: New Submission  
 Overall Rate Impact:

Deemer Date:  
 Submitted By: Susan Schmidt  
 Filing Description:

Subject: Tax Qualified Annuity Endorsement Filing for Compliance with the 403(b)/401(a) Regulations

We wish to place the 2 fixed and variable annuity forms listed in the forms tab on file for approval.

131068D Annuity Endorsement – 403(b) Annuity

SERFF Tracking Number: AEMN-127041161 State: Arkansas  
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 Variable and Variable  
 Product Name: RAVA 5  
 Project Name/Number: 2011 Qualified Annuities/131068D  
 411269A Annuity Endorsement – 401(a) Annuity

These endorsements have been prepared to incorporate legally required language for tax qualified contracts into the annuity contracts currently approved for issue. Form 131068D will be used for qualification as a 403(b) or 501(c)(3) contract. It also provides for contract loans in accordance with the requirements of Section 72 (p) of the Code. Form 411269A will be used for qualification as a 401(a) contract. These endorsements will be issued with new issues of tax qualified annuity contracts. These endorsements do not alter the basic structure of the annuity contracts in terms of benefits, features or charges. Instead they provide current information and requirements with respect to contribution limits, required minimum distributions and distribution at death as specified by the IRS. The endorsement forms are exempt from State and NAIC Readability Acts.

Form 131068D is a new form that does not replace any existing forms currently on file. It is similar to form 131068C, Approved 03/20/2009, your file no. 41857, which will continue to be used for certain currently sold annuity contracts. The primary differences are to update terminology to match the more recently approved contracts and to add more detail to the Contract Loan provisions.

Form 411269A replaces form 411269, approved 09/23/2009, your file no. 43492. The only difference from the form it replaces is to change the maximum annuitization age in the "Annuity Payment Plan Provisions - Change of Annuitization Start Date." The current maximum age in our contracts is age 95 or the tenth Contract Anniversary.

They will be used with the currently issued contracts and applications shown below.

411265\_\_\_\_\_Deferred Annuity Contract\_\_\_\_\_09/23/2009\_\_43492  
 411265-DPRA57\_\_Contract Data for RAVA 5 Advantage - 7-year surrender charge\_\_12/07/2009\_\_44232  
 411265-DPRA510\_\_Contract Data for RAVA 5 Advantage - 10-year surrender charge\_\_12/07/2009\_\_44232  
 411276\_\_\_\_\_Deferred Annuity Contract\_\_\_\_\_09/24/2009\_\_43480  
 411276-DPRC5\_\_Contract Data for RAVA 5 Advantage - no surrender charges\_\_\_\_12/07/2009\_\_44233  
 411295\_\_\_\_\_Deferred Annuity Contract\_\_\_\_\_12/07/2009\_\_44231  
 411295-DPRS5\_\_Contract Data for RAVA 5 Select\_\_\_\_\_12/07/2009\_\_44231  
 411318\_\_\_\_\_Application Acknowledgement Form\_\_\_\_\_11/05/2010\_\_47194

The associated annuity contracts are sold through Ameriprise Financial Services, Inc.

The officer signature is bracketed to indicate that the name may change. The bottom right corners are bracketed for use for internal administrative information. The version letter/print date will be changed if the officer signature changes. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the year, from 2011 to future years.

To the best of our knowledge, these forms comply with the laws of the State of Arkansas.

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 Variable and Variable  
 Product Name: RAVA 5  
 Project Name/Number: 2011 Qualified Annuities/131068D

## 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? No  
 Fee Explanation: \$50 per form x 2 forms = \$100  
 Retaliatory = \$125  
 Retaliatory is higher.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$125.00	04/18/2011	46682518

*SERFF Tracking Number:* AEMN-127041161      *State:* Arkansas  
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*TOI:* A02.11 Individual Annuities- Deferred Non-Variable and Variable      *Sub-TOI:* A02.11.002 Flexible Premium  
*Product Name:* RAVA 5  
*Project Name/Number:* 2011 Qualified Annuities/131068D

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/20/2011	04/20/2011

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Annuity Endorsement – 401(a) Annuity	Susan Schmidt	04/19/2011	04/19/2011

*SERFF Tracking Number:* AEMN-127041161      *State:* Arkansas  
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Variable and Variable  
*Product Name:* RAVA 5  
*Project Name/Number:* 2011 Qualified Annuities/131068D

## **Disposition**

Disposition Date: 04/20/2011

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 - Acturial Memo		No
Form	Annuity Endorsement – 403(b) Annuity		No
Form ( <i>revised</i> )	Annuity Endorsement – 401(a) Annuity		No
Form	Annuity Endorsement – 401(a) Annuity		No

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**Amendment Letter**

Submitted Date: 04/19/2011

**Comments:**

An earlier draft of form 411269A was mistakenly attached to the forms tab. I have attached the correct final form for your review. I apologize for any inconvenience this has caused.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
411269A	Policy/Contr	Annuity act/Fraternal Endorsement Certificate: t – 401(a) Amendment, Annuity Insert Page, Endorsement or Rider	Revised		43492	411269	0.000	411269A.pdf

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 Product Name: RAVA 5  
 Project Name/Number: 2011 Qualified Annuities/131068D

## Form Schedule

Lead Form Number: 131068D

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	131068D	Policy/Cont Annuity Endorsement ract/Fratern – 403(b) Annuity al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	131068D.pdf
	411269A	Policy/Cont Annuity Endorsement ract/Fratern – 401(a) Annuity al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 411269 Previous Filing #: 43492	0.000	411269A.pdf

# Annuity Endorsement

## Tax Sheltered 403(b) Annuity

This endorsement is made a part of and amends the Contract to which it is attached. The purpose of this endorsement is to qualify the Contract as a 403(b) Tax Sheltered Annuity under Section 403(b) of the Code. All definitions, provisions, and exceptions of the Contract apply to this endorsement unless changed by this endorsement. Terms not defined in this endorsement have the meaning given to them in the Contract. In the event that the terms of this endorsement conflict with the Contract, this endorsement shall prevail unless it would cause the Contract to fail to qualify as an insurance contract under state law. The endorsement and Contract shall at all times be interpreted to conform to the requirements of the Code, including for the purpose to qualify the Contract under Section 403(b) of the Code, as applicable.

The provisions of the Contract, this endorsement and the exercise of Your rights hereunder are subject to any conditions and/or limitations imposed by the Employer's Plan. RiverSource Life shall rely on representations made by the sponsor of the Employer's Plan regarding the content and meaning of any provision of the Employer's Plan. Except with respect to contract fees and charges, where the terms of the Employer's Plan are inconsistent with the Contract and/or this endorsement, the terms of the Employer's Plan shall govern unless such interpretation would cause the Contract to fail to qualify as an annuity that satisfies the requirements of Section 403(b) of the Code.

### ERISA COVERAGE

Unless otherwise required by the terms of the Employer's Plan, the Contract, as modified by this endorsement, is not intended for use in connection with an employer sponsored plan that is subject to ERISA. In the event RiverSource Life is notified, in writing, that the Employer's Plan is subject to ERISA, or becomes subject to ERISA, then the Contract is deemed to include the section entitled "Special ERISA provisions." RiverSource Life is not responsible for any obligations and requirements that arise under ERISA and any regulations or applicable guidance issued thereunder unless RiverSource Life explicitly agrees in writing otherwise.

### DEFINITIONS

#### RiverSource Life Insurance Company

RiverSource Life Insurance Company ("RiverSource Life" or "we"); the issuer of the Contract and this endorsement and its designated corporate officers.

#### Code

The Internal Revenue Code of 1986, as amended from time to time. The reference may also include regulations issued by the Internal Revenue Service that apply to the Contract.

#### Contract

When used in this endorsement, Contract means the annuity contract or annuity certificate to which this endorsement is attached.

#### Elective Deferral Contributions

The aggregate of amounts You contribute to an elective deferral plan under any salary reduction agreement that conforms to Section 402(g) of the Code ("Pre-tax Contributions") and, if permitted under the Employer's Plan and accepted by RiverSource Life, after-tax contributions that satisfy the requirements of Section 402A of the Code ("403(b) Roth Contributions"). To qualify as 403(b) Roth Contributions, such amounts must:

- a. be irrevocably designated as 403(b) Roth Contributions;
- b. not be excludable from gross income; and
- c. be accounted for separately from all other Contract contributions along with related gains and losses ("Designated 403(b) Roth Account").

#### Employer

The organization with whom You have an employment relationship that has established a 403(b) plan in which You may participate by making Elective Deferrals and/or receiving Nonelective Contributions.

#### Employer's Plan

The written 403(b) plan document established by Your Employer.

## **ERISA**

Employee Retirement Income Security Act of 1974, as amended, and regulations thereunder.

## **IRS**

The Internal Revenue Service, United States Department of the Treasury.

## **Nonelective Contributions**

Contributions made by Your Employer to the Contract (or to other 403(b) funding instruments authorized under the Employer's Plan) on Your behalf under the terms of the Employer's Plan.

## **Owner, You, Your**

The Owner of the Contract. If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit using the age or life of the Owner.

## **QDRO**

A qualified domestic relations order as defined in Section 414(q) of the Code.

## **Required Beginning Date**

The date distributions under this Contract must commence as described under "Required Minimum Distributions."

## **Surrender**

Your right to terminate the Contract in exchange for the Contract's surrender value or other equivalent nonforfeiture values. The terms "surrender" and "withdrawal" may be used interchangeably in the Contract.

## **Tax Sheltered Annuity (TSA)**

A tax sheltered annuity as described in Section 403(b) of the Code. RiverSource Life reserves the right to modify this Contract to the extent necessary to qualify this Contract as a TSA, as described in Section 403(b) of the Code, as amended and all related sections and regulations which are in effect during the term of this Contract.

## **GENERAL PROVISIONS**

This Contract is established for the exclusive benefit of You or Your beneficiaries. Your interest is nonforfeitable and nontransferable and may not be waived, relinquished, or assigned, except as may be permitted under the Code, by law or applicable court

## **CONTRIBUTIONS**

Elective Deferral Contributions and Nonelective Contributions may be made to the Contract subject to the applicable annual contribution limits. You may not make Elective Deferral Contributions to the Contract which, when added to contributions that are made by You or on Your behalf to any other salary reduction arrangement that is subject to Section 402(g) of the Code, exceed the annual contribution limitations of Section 402(g) of the Code for each calendar year. This annual limit may be increased, however, if You are eligible for the special "catch up" limitations under Section 414(v) of the Code for Owners that are age 50 or older and the special limits applicable under Section 402(g)(7) of the Code for certain employees with long term service with the Employer, subject to the ordering rule of IRS Treas. Reg. 1.403(b)-4(c)(3)(iv). The sum of Elective Deferral Contributions and Nonelective Contributions, if any, made during any year cannot exceed the limitations of Section 415(c) of the Code. If the Employer's Plan uses a plan year other than the calendar year, then the limitations under Section 415(c) of the Code shall apply to contributions made during the plan year as defined under the Employer's Plan.

Notwithstanding the preceding, the limitations on contributions described in this section shall not apply with respect to any contribution that qualifies as an "Eligible Rollover Distribution," as defined in Sections 403(b)(8) and 402(c)(4) of the Code, from another "Eligible Retirement Plan" as defined in Section 402(c)(8)(B) of the Code, or that is a plan to plan transfer of assets to Your Contract, or that is an exchange of contracts under applicable IRS guidance. A "Rollover" is a contribution by You that consists of the proceeds from a distribution of assets from one Eligible Retirement Plan into another. A Rollover may also be made by means of a Direct Rollover. A "Direct Rollover" is a Rollover in which the proceeds of a distribution from another Eligible Retirement Plan are made directly into Your Contract and are not paid, in cash or in kind, to You.

## **EXCESS DEFERRALS AND EXCESS CONTRIBUTIONS**

Excess Elective Deferral Contributions may be removed from Your Contract by April 15th of the calendar year following the year in which the excess Elective Deferral Contribution occurred, provided that You or Your Employer notify RiverSource Life of the excess no later than the March 31st immediately preceding such date. In the absence of such notice, RiverSource Life is not required to return any such excess to You. Excess Nonelective Contributions will be treated as segregated from the balance in Your Contract and treated as if held in a separate contract solely for the purpose of reporting it as a contribution under Section 403(c) of the Code. To the extent that the IRS permits alternative corrections for excess Nonelective Contributions, such amounts may be corrected in accordance with permitted correction methodology and with the Employer's Plan. Notwithstanding the preceding, nothing in the Contract shall prohibit RiverSource Life from making corrective distributions in accordance with an Employer's efforts to satisfy voluntary compliance programs established by the IRS to comply with 403(b) plan requirements.

## **VESTING**

Elective Deferral Contributions are always fully vested and nonforfeitable. Nonelective Contributions are generally fully vested and nonforfeitable; however, the terms of the Employer's Plan may impose a vesting schedule on Nonelective Contributions and, in such instance, Your vesting rights in the Contract will be determined in accordance with Your Employer's Plan.

If RiverSource Life accepts unvested Nonelective Contributions, such unvested amounts shall be treated as if held in a separate account from Your vested contributions under the Contract solely for purposes of complying with the final IRS regulations applicable to such contributions to an annuity contract. According to Treas. Reg. 1.403(b)-3(d)(2), the portion of the Contract that is vested and the portion of the Contract that is unvested are treated as separate contracts.

## **ROLLOVER CONTRIBUTIONS INTO THE CONTRACT**

This Contract may accept Rollovers from any Eligible Retirement Plan as defined in Section 402(c)(8)(B) of the Code to the extent the Contract can accommodate such Rollovers in accordance with applicable requirements.

The Contract may also accept Direct Rollovers into the designated 403(b) Roth account only from another designated 403(b) Roth account of a 403(b) annuity or 403(b)(7) custodial account, from a Roth 401(k) plan, or, if a Rollover by the Owner, the amount of the 403(b) Roth distribution that is includable in gross income.

## **PLAN TO PLAN TRANSFERS TO THE CONTRACT**

If permitted by the Employer's Plan, the Contract may accept a plan to plan transfer of Your interest in a 403(b) annuity contract and/or 403(b)(7) custodial account issued to You under another employer's 403(b) plan only if:

- a. the other 403(b) plan permits plan-to-plan transfers; and
- b. You are an employee or former employee of the Employer sponsoring the Employer's 403(b) Plan under which Your Contract was issued; and
- c. Your accumulated benefit immediately after the transfer is at least equal to Your accumulated benefit immediately before the transfer, without regard to normal contract fees, charges and expenses; and
- d. the amount transferred into the Contract must remain subject to distribution restrictions no less stringent than imposed by the transferring contract.

RiverSource Life may require any documentation from the other 403(b) plan as it deems necessary to process the transfer in accordance with Treas. Reg. Section 1.403(b)-10(b)(3) and other applicable IRS guidance and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

## **CONTRACT EXCHANGES TO THE CONTRACT**

If permitted by the Employer's Plan, the Contract may accept an exchange of 403(b) contracts and/or 403(b)(7) custodial accounts, if permitted under the Employer's Plan. Any such exchange is permitted only if:

- a. the accumulated benefit of the Contract immediately after the exchange is at least equal to the accumulated benefit of Your 403(b) contract or 403(b)(7) custodial account immediately before the exchange; and
- b. the Contract remains subject to distribution restrictions no less stringent than those imposed by the 403(b) contract or 403(b)(7) custodial account sending the exchange; and
- c. either RiverSource Life is included as an authorized 403(b) product provider under the Employer's Plan or RiverSource Life and the Employer enter into an agreement to share information for 403(b) compliance purposes, including, but not limited to information on employment status, hardship distributions, loans, distributions, transfers and exchanges, 403(b) Roth contributions and contributions made to other authorized 403(b) product providers.

## **NONDISCRIMINATION REQUIREMENTS**

Contributions made by or on Your behalf into the Employer's Plan are subject to the applicable nondiscrimination requirements of Section 403(b)(12) of the Code. Amounts contributed for You that cause the 403(b) Plan to fail to satisfy such requirements may be refunded to You or to the Employer, as appropriate, and in accordance with the Employer's Plan and IRS guidance.

## **DISTRIBUTIONS FROM THE PLAN**

Except for amounts held in the Contract on December 31, 1988, no amounts, including 403(b) Roth Contributions, may be distributed from the Contract unless one or more of the following conditions has been satisfied:

- a. You have attained age 59 1/2;
- b. You are disabled within the meaning of Section 72(m)(7) of the Code;
- c. Your death has occurred;
- d. You have severed employment with Your Employer; or
- e. if permitted under the Employer's Plan, You have satisfied the requirements for a "financial hardship" under Section 403(b)(11)(B) of the Code.

If permitted by the Employer's Plan, multiple distributions can be taken under these rules.

### Additional Restrictions on Financial Hardship Distributions

In the event of a financial hardship that satisfies the requirements of Section 403(b)(11)(B) of the Code, You may receive a distribution of only Elective Deferral Contributions, including 403(b) Roth Contributions. Contract distributions of Nonelective Contributions and/or earnings on Your Contributions are not permitted for financial hardships.

No hardship distribution is permitted from the Contract unless the "safe harbor" standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. Section 1.401(k)-1(d)(3)(iii)(B)) are satisfied. For purposes of satisfying the lack of other resources requirement, any method acceptable under Treas. Reg. Section 1.401(k)-1(d)(3)(iv)(E) is permitted, however, You must suspend elective deferrals to any plan sponsored by Your Employer for a period of six months following the date of the hardship distribution. RiverSource Life shall notify Your Employer of any hardship distributions made to You.

### Additional Restrictions On Distributions Of Designated 403(b) Roth Accounts

Distributions made from Designated 403(b) Roth Accounts that are not "Qualified 403(b) Roth Distributions" may contain earnings that are includable in income. Distributions from Designated 403(b) Roth Accounts are Qualified 403(b) Roth Distributions if they are made no earlier than the fifth year following the year in which the first 403(b) Roth Contribution was made; and

- a. You have attained age 59 1/2; or
- b. the distribution is made after You have become disabled as defined under the Code; or
- c. the distribution is made after Your death.

## **DISTRIBUTIONS FROM THE CONTRACT**

Any distributions from the Contract will be treated as a surrender or partial surrender from the Contract, for example, required minimum distributions, distributions due to termination of the Employer's Plan and qualified domestic relations orders.

At time of distribution, any Loan Balance will reduce the amounts available for surrender, settlement, or death benefits payable.

## **DIRECT ROLLOVER DISTRIBUTIONS**

Notwithstanding any other provision of the Contract, a Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

If provided in the Employer's Plan and if allowed by Us, a Direct Rollover of amounts in a 403(b) Account may be made to a designated 403(b) Roth account of a 403(b) annuity/403(b)(7) custodial account or a Roth IRA.

A Direct Rollover of amounts in a Designated 403(b) Roth Account may be made only to another designated 403(b) Roth account of a 403(b) annuity/403(b)(7) custodial account, a Roth 401(k) plan, or a Roth IRA.

For purposes of this section, a "Distributee" is any employee (or former employee) entitled to receive a distribution from the Contract, a surviving spousal Beneficiary and any spouse or former spouse that qualifies as an alternate payee under a QDRO.

A nonspouse Beneficiary may make a Direct Rollover into an inherited IRA or inherited Roth IRA of any proceeds from an Eligible Rollover Distribution received from a deceased Owner's Contract. A spouse Beneficiary may make a Direct Rollover into an inherited IRA, inherited Roth IRA, or their own IRA or Roth IRA of any proceeds from an Eligible Rollover Distribution received from a deceased Owner's Contract.

## REQUIRED MINIMUM DISTRIBUTIONS

In accordance with Sections 403(b)(10) and 401(a)(9) of the Code and supporting regulations, You must begin receiving distributions, including distributions of 403(b) Roth contributions and earnings, by Your Required Beginning Date. Unless a later date is authorized under the Code or applicable regulations, Your Required Beginning Date is April 1 of the calendar year following: (1) the calendar year in which You attain age 70 1/2 or, if later, (2) the calendar year in which You retire from employment with the Employer sponsoring the Plan. Your Contract shall be distributed (both in determining the timing of subsequent distributions and the amount of all required distributions) in a manner consistent with Sections 403(b)(10) and 401(a)(9) of the Code. For purposes of determining required minimum distributions, the Contract will be valued considering Your accumulated benefit plus the actuarial present value of any additional benefits provided. Distributions from the Contract, including distributions from Your Designated 403(b) Roth Account, shall be made in the Annuity Payment Plan Option selected by You or Your beneficiary on or before the date which is at least 30 days before Your Required Beginning Date.

### Multiple 403(b) Annuity Contracts and 403(b)(7) custodial accounts

If You have multiple 403(b) annuity contracts and/or 403(b)(7) custodial accounts, the required minimum distribution requirements may be satisfied by receiving a distribution from one 403(b) annuity/403(b)(7) custodial account that is equal to the amount required to satisfy the required minimum distribution requirements for all of Your 403(b) annuity contracts and 403(b)(7) custodial accounts. Under this method, You must still calculate the required minimum distribution requirements separately for each 403(b) annuity/403(b)(7) custodial account, even though You can satisfy the minimum requirements by taking a distribution from one or more annuity contract/custodial account.

### Annuity Payment Plan Options

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

- a. the plan selected provides for payments that satisfy the Required Minimum Distribution rules described above;
- b. payments are made in periodic payments at intervals of no longer than 1 year;
- c. the first required payment must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

- d. once payments have begun under the Required Minimum Distribution rules over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted.

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

## DISTRIBUTIONS UPON DEATH

If You have begun to receive irrevocable annuity payments under one of the plans (A through E) described in Your Contract, upon Your death the remaining portion of Your interest will continue to be distributed under the annuity payment plan chosen.

If Your death occurs before You have begun to receive irrevocable annuity payments according to one of the plans (A through E) described in Your Contract, then upon Your death, Your designated beneficiary may elect to receive a single sum payment or to receive regular installment payments under one of the following options:

- a. Any of the irrevocable annuity payment plans (A through E) described in Your Contract, provided:
  - (i) Your beneficiary elects the plan at the time we receive due proof of death; and
  - (ii) Your Employer's Plan provides payments over a period which does not exceed the life or life expectancy of Your beneficiary and/or the plan selected provides for a period certain not extending beyond the life expectancy of Your beneficiary; and
  - (iii) Your sole designated beneficiary is Your surviving spouse, and Your death occurs prior to Your Required Beginning Date, payments will irrevocably commence by the later of December 31 of the calendar year following the calendar year of Your death or December 31 of the calendar year in which You would have attained age 70 1/2; or
  - (iv) Your designated beneficiary is someone other than Your surviving spouse, or Your death occurs on or after Your Required Beginning Date, payments will irrevocably commence no later than December 31 of the calendar year following the year of Your death.

- b. If, upon Your death, Your beneficiary does not elect one of the irrevocable annuity payment plans (A through E) described in Your Contract, or a single sum distribution, then Your beneficiary may elect to receive payments according to an alternative plan as agreed to by us provided:
- (i) Your beneficiary elects the plan at the time we receive due proof of death;
  - (ii) if Your sole designated beneficiary is Your surviving spouse, Your entire interest will be distributed, beginning no later than the later of December 31 of the calendar year following the calendar year of Your death or December 31 of the calendar year in which You would have attained age 70 1/2, over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse. If Your surviving spouse dies before distributions commence, the remaining interest will be distributed, beginning no later than December 31 following the calendar year of Your surviving spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse.
  - (iii) if Your designated beneficiary is someone other than Your surviving spouse, Your entire interest will be distributed, beginning no later than the end of the calendar year following the calendar year of Your death, over the remaining life expectancy of Your designated beneficiary, with such life expectancy determined using the age of Your beneficiary as of his or her birthday in the year following the year of Your death and reduced by 1 for each subsequent year;
  - (iv) if You die before Your Required Beginning Date and there is no designated beneficiary (as defined in Section 1.401(a)(9)-1, Q&A-4), or if elected by Your designated beneficiary, Your entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of Your death (or of Your spouse's death if Your designated beneficiary was Your surviving spouse and the spouse dies before distributions are required to begin);
  - (v) if You die on or after Your Required Beginning Date and there is no designated beneficiary (as defined in Section 1.401(a)(9)-1, Q&A-4), Your entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year of Your death, over Your remaining life expectancy determined using Your age in the year of Your death and reduced by 1 for each subsequent year; and
  - (vi) life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.

## **DISTRIBUTIONS DUE TO TERMINATION OF THE EMPLOYER'S PLAN**

Nothing in this Contract shall prohibit RiverSource Life from making a distribution of the Contract to You following written notification by Employer (or Employer's representative) of the termination of the Employer's Plan with instructions from the Plan sponsor to distribute the Contract to You.

The Contract may not be distributed unless the instructions to distribute the contract conform to the requirements of Treas. Reg. 1.403(b)-10(a) and any other applicable guidance issued by the Internal Revenue Service. Nothing herein shall prevent RiverSource Life from treating the Contract as a fully paid annuity upon termination of the Employer's Plan provided it would otherwise qualify for such status.

## **PLAN TO PLAN TRANSFERS AND EXCHANGES FROM THE CONTRACT**

If permitted by the Employer's Plan, the Contract may make a plan to plan transfer and/or an exchange of contracts to a 403(b) contract and/or 403(b)(7) custodial account issued to You only if:

- a. the Employer's Plan permits the requested plan to plan transfer and/or exchange; and
- b. the 403(b) plan that governs the receiving plan to plan transfer or exchange permits such actions; and
- c. the receiving 403(b) contract and/or 403(b)(7) custodial account accepts plan to plan transfers and/or exchanges; and
- d. You are an employee or former employee of the Employer sponsoring the Employer's plan under which the plan to plan transfer will be received; and
- e. Your accumulated benefit immediately after the transfer or exchange is at least equal to Your accumulated benefit immediately before the transfer or exchange, without regard to normal contract fees, charges and expenses; and

- f. the receiving 403(b) contract or 403(b)(7) custodial account imposes distribution restrictions no less stringent than imposed by the transferring contract; and
- g. either the receiving insurer or custodian is included as an authorized 403(b) product provider under the 403(b) plan permitting the exchange or transfer or the insurer or custodian receiving the exchange or transfer has executed an information sharing agreement with the sponsor of the 403(b) plan permitting the exchange or transfer.

RiverSource Life may require any documentation from other 403(b) insurers and custodians as it deems necessary to comply with the requirements of applicable IRS guidance and to confirm that the receiving contract or custodial account satisfies the requirements of Section 403(b) of the Code.

### **QUALIFIED DOMESTIC RELATIONS ORDERS**

A distribution, including a distribution from a Designated 403(b) Roth Account, properly made to an alternate payee pursuant to a QDRO will be permitted even though the timing of the distribution might otherwise be prohibited under the distribution restrictions described previously.

### **PERMISSIVE SERVICE CREDIT TRANSFERS**

If permitted by the Employer's Plan and if You are a participant in a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that accepts plan-to-plan transfers for the purchase of permissive service credits under Section 415(n)(3)(A) of the Code, You may elect to have any portion of Your Contract transferred to the defined benefit governmental plan at any time.

### **MILITARY PERSONNEL RIGHTS**

The Uniformed Services Employment and Reemployment Rights Act (USERRA), prohibits discrimination against persons because of their service in the Armed Forces Reserve, the National Guard, or other uniformed services. The Heroes Earning Assistance and Relief Act of 2008 (HEART) created additional rights for qualifying employees who leave employment or return to employment due to qualifying military service. Notwithstanding any other provisions in the Contract, this Contract may be interpreted to conform to the requirements of USERRA and HEART, as amended from time to time.

### **IRS LEVY**

RiverSource Life may direct payment from Your Contract in accordance with a lawfully issued tax levy issued by the Internal Revenue Service with respect to You.

### **MISTAKEN CONTRIBUTIONS**

If any amount is contributed into a Contract under the Employer's Plan by a good faith mistake of fact, the mistaken contribution will be voided from the start and refunded to the party that made the contribution if a request is made by the administrator of the Employer's Plan and such request is received within one year after receipt of the mistaken contribution.

### **NONALIENABILITY**

This Contract may not be sold, assigned, transferred, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than as may be required or permitted under Section 403(b) of the Code. This restriction shall not apply to any rights to a Contract established by a QDRO.

### **CONTRACT LOANS**

If permitted by the Employer's Plan and if allowed for by RiverSource Life, You may make loans under the Contract in accordance with the terms and conditions set forth in the Employer's Plan and as described in this section. RiverSource Life must receive satisfactory confirmation from the Employer's Plan that Contract loans are permitted. If You elect any guaranteed living benefit rider or death benefit rider with the Contract, loans may not be permitted while the rider is in effect. Any loan made from the Contract is subject to the requirements of Section 72(p) of the Code and applicable regulations issued thereunder. In addition, the following terms and conditions apply:

- a. All loans shall be evidenced by a written loan agreement.
- b. No actual distributions to repay loans shall be made which would be in violation of Sections 403(b)(7) or 403(b)(11) of the Code.
- c. RiverSource Life reserves the right to specify a minimum loan amount, even if the Employer's Plan has not established a minimum.
- d. Only one outstanding Contract loan is allowed at any given time.
- e. The maximum amount of the loan cannot exceed the surrender value of the contract and shall not exceed the least of:
  - i. the maximum amount permitted by the Plan, if applicable;
  - ii. fifty percent (50%) of Your Contract Value; or
  - iii. \$50,000 minus the highest outstanding balance of loans from any plans Your Employer sponsors during the year prior to the loan effective date, and
  - iv. Your Contract Value minus the value of any Guarantee Period Accounts (GPAs) and Special DCA Fixed Accounts (SDCAs), if applicable.

- f. If the Contract is annuitized, the loan shall become immediately due and payable in full and, if not repaid, the Loan Balance will be treated as a partial surrender, subject to any applicable surrender charges and reported as taxable to the Owner.
- g. An active loan may be prepaid in whole at any time.
- h. **Loan Account:** Loans shall be secured, to the extent necessary to adequately collateralize the loan, by Your vested interest in the Contract. The Contract will be the sole security for the loan. At the time the loan is made, the loan amount is subtracted pro rata from all accounts in which You are invested, but not Guarantee Period Accounts (GPAs) and Special DCA Fixed Accounts (SDCAs), if applicable, and transferred to a Loan Account.  
The Loan Account will earn interest daily. The current crediting rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.
- i. **Loan Balance:** At any point in time, Your Loan Balance will be the principal amount owed plus unpaid accrued interest charges. Loans will be made at an interest rate determined by us at the time the loan is made and will be fixed for the life of the loan.  
For Employer Plans not subject to ERISA, the maximum interest rate for loans will not exceed an 8% interest rate,  
For Employer Plans subject to ERISA, the maximum interest rate for loans will not exceed the Moody's Corporate Bond Yield Average-Monthly Corporate for the calendar month beginning two months before the date the maximum loan interest rate is effective. The maximum interest rate is effective for a period of time not less than three months and not more than one year.
- j. All current loan 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 interest rate for loan accounts on the date the loan is made.
- k. Loans must be repaid in substantially equal payments, not less frequently than quarterly. Loans must be repaid within a maximum of 5 years. If permitted by RiverSource Life, loans used to construct or purchase Your principal residence may be extended for longer periods, but not to exceed 30 years. Loan payments are not purchase payments, and Contract provisions related to purchase payments do not apply to loan payments. Loan payments will consist of principal and accrued interest charges and will be applied first to interest charges. The payment amounts are set forth at the time the loan is made. Any excess payment reduces the Loan Balance and shortens the length of the loan. It does not change future payment amounts.
- l. On the date of each loan payment:
  - i. the Loan Balance is reduced by the amount of the loan payment,
  - ii. a transfer is made from the Loan Account to all accounts in which You are investing according to existing purchase payment allocations, but not any GPA or SDCA, if applicable. The amount to be transferred is determined by subtracting the Loan Balance after the loan payment from the Loan Account prior to the loan payment (but not less than zero).
- m. If the Contract is surrendered while the loan is outstanding, the surrender value will be reduced by the Loan Balance.
- n. Unless the Contract is continued as provided by the Spouse's Option to Continue Contract provision, the Death Benefit will be reduced by any Loan Balance.
- o. While You have an outstanding loan, the following transactions may not be permitted:
  - i. Exchanges
  - ii. Plan to Plan Transfers
  - iii. Additional loans
  - iv. Rollovers.
- p. Military Service: If We are notified in advance, loan payments can be delayed during time of service. Interest charges on the Loan Balance will continue to accrue. Payments continue after service ends, and the maturity date of the loan is extended. Payment amounts may be recalculated.
- q. Leave of absence: If We are notified in advance, loan payments can be delayed during qualified leaves. Interest charges on the Loan Balance will continue to accrue. Payments continue after the leave ends, however, the maturity date of the loan does not change. Payment amounts may be recalculated.

- r. Loan Defaults: A grace period of at least thirty (30) days will be available for loan payments under the terms of the loan agreement. If a loan payment is not made by the end of the grace period, the Loan Balance will be in default.
- i. If You are eligible for distributions from the Contract, the loan is canceled. The Loan Balance will be treated as a partial surrender, subject to any applicable surrender charges, to pay off the loan. The partial surrender will first be deducted from the Loan Account followed by any remainder deducted pro rata from all accounts in which You are invested. The partial surrender will be reported as taxable to the Owner.
- ii. If You are not eligible for distributions from the Contract, the loan is considered a deemed distribution and remains on the Contract. At the time the loan is deemed, in order to secure the loan to the extent necessary to adequately collateralize the loan, the difference between the Loan Balance and the Loan Account is transferred pro rata from all accounts in which You are invested, but not any GPA, if applicable, or SDCA, to the Loan Account. Transfers will be made from GPA and SDCA accounts if insufficient amounts are available from other accounts in which You are invested. Additional interest on the Loan Account will continue to accrue and will be credited only if You repay the loan. The Loan Balance is subject to applicable surrender charges and will be reported as taxable to the Owner. Additional interest owed on the Loan Balance will continue to accrue for repayment purposes only. The Loan Account and Loan Balance remain on the Contract until:
  - (1) You are eligible for distributions from the Contract (This will occur automatically if Your eligibility is based on Your age.); or in the event of annuitization, a full surrender of the Contract, a "Rollover" into another Eligible Retirement Plan or upon Your death. The Loan Balance, as of the date the loan was deemed, will be treated as a partial surrender, however, at this point it will not be subject to surrender charges. Your Loan Account and Loan Balance will be zero.
  - (2) You repay the Loan Balance as of the date of repayment. The Loan Account, plus credited interest on the Loan Account since the date the loan was deemed, is then transferred to all accounts in which You are investing according to existing purchase payment allocations, but not any GPA or SDCA, if applicable. Unless we agree otherwise, Loan Balance repayments must be made for the full amount. After such repayment, Your Loan Account and Loan Balance will be zero.
- s. You may not take another Contract loan until the Loan Balance is repaid or deducted from Your Contract Value.
- t. Loans may also be subject to additional limitations or restrictions under the terms of the Plan.
- u. Loans permitted under this Contract may still be taxable in whole or in part if the Employee has additional loans from other plans or contracts. RiverSource Life will calculate the maximum nontaxable loan based solely on the information provided to us by You or Your Employer, in writing.
- v. RiverSource Life reserves the right to modify these loan procedures in the event of a change in the laws or regulations relating to the treatment of loans or 403(b) plans.

**SPECIAL ERISA PROVISIONS**

The provisions of this section are applicable only if Your Employer's Plan is subject to ERISA and Your Employer so notifies RiverSource Life, in writing. For Contracts that are not established in conjunction with an ERISA 403(b) plan, this section shall have no effect. The terms and provisions of Your Employer's Plan are incorporated into this Contract unless such action:

- 1. would cause the Contract to fail to meet the requirements of the Code or ERISA,
- 2. would cause the Contract not to qualify as annuity contract under Sections 401(f)(2) or 403(b) of the Code, or
- 3. affects the rights and authority of RiverSource Life under the Contract.

Subject to the conditions above, the following provisions shall apply:

- a. You and Your beneficiaries authorize RiverSource Life and its representatives to follow instructions provided by the Employer or the plan administrator of the Employer's Plan with respect to any transaction governed by the Employer's Plan. RiverSource Life is not responsible for ensuring that Employer's Plan complies with the requirements of ERISA.
- b. This Contract shall be interpreted, to the extent possible, to comply with the provisions of ERISA and all rulings and regulations issued thereunder, provided that RiverSource Life shall not be responsible for complying with the requirements of Title I of ERISA, either as to form or in operation.
- c. This Contract is modified to permit RiverSource Life to provide for distributions that satisfy the requirements of Section 205 of ERISA, and applicable regulations.
- d. If You are married, You must provide a written notarized consent signed by Your legal spouse to name someone other than Your spouse as Your beneficiary. You must also obtain Your spouse's written consent prior to obtaining a loan or financial hardship withdrawal under the Contract.
- e. If You are married, the automatic form of benefit payment is a qualified joint and 50% survivor annuity unless You provide a notarized spousal consent to an alternative form of distribution.
- f. Any amount held under the Contract is not available to Your creditors or is subject in any manner to anticipation, alienation, sale, transfer, pledge, encumbrance, trustee process, garnishment, attachment, execution or levy of any kind, except as otherwise required to satisfy a qualified domestic relations order (as defined under Section 414(p) of the Code), payment of Contract expenses to RiverSource Life or to a plan administrator as directed by Your Employer to pay Your share of administrative expenses. Your Contract is not "transferable" within the meaning of Section 401(g) of the Code and at no time shall it be possible for any part of this Contract to be used for, or directed to, purposes other than the exclusive benefit of You and/or Your beneficiaries.

- g. You always have a nonforfeitable right to Elective Deferral Contributions and earnings on those contributions in Your Contract. You are also fully vested and have a nonforfeitable right to the value of Your Contract upon Your attainment of age 65, termination of Your Employer's Plan, or if Your Employer completely discontinues all contributions to the Employer's Plan.
- h. RiverSource Life is not a "named fiduciary" under Section 402 of ERISA and shall not become a fiduciary of any plan or act in any fiduciary capacity unless specifically agreed to, in writing.
- i. No Contract may be merged or consolidated with, nor have its assets transferred to any other retirement plan or trust, custodial account or annuity contract as a result of a merger or consolidation of Your Employer's Plan's unless the value of Your Contract after the merger or consolidation is equal to the value of the Contract prior to such merger or consolidation, subject only to investment gains or losses occurring during such merger or consolidation.
- j. Your contract will be subject to any applicable requirements of Title I of ERISA, even if the requirements are not specifically described in this section.

## **PRIVACY POLICY**

RiverSource Life has a written Privacy Policy that governs disclosure of confidential information about You and/or Your Contract. All Contract holders regularly receive a copy of that policy either by mail or electronically. However, as required by applicable law, RiverSource Life may be required to share certain information on You or Your Contract that is necessary to ensure compliance with the terms of Your Employer's Plan document, ERISA, and/or IRS regulations governing the tax-deferred status of Your Contract. This information may be shared, as appropriate, with Your Employer, a plan administrator providing services to Your Employer's Plan, and possibly with other 403(b) product providers. Only information necessary to ensure compliance will be shared and only with the appropriate party.

## OPTIONAL RETIREMENT PLAN PROVISIONS

The provisions of this section are applicable only if Your Employer's Plan is part of an Optional Retirement Program and/or state retirement system ("ORP") offered by certain governmental employers and Your Employer notifies RiverSource Life, in writing, that an ORP will modify Your Contract. For Contracts that are not established in conjunction with an ORP, this section shall have no effect.

You agree that this Contract shall be interpreted, to the extent possible, to comply with the terms and conditions of the ORP and any guidance provided thereunder, provided that RiverSource Life shall not be responsible for complying with the requirements of any ORP until Your Employer notifies RiverSource Life, in writing that the Contract is subject to an ORP, and provides information on the ORP to RiverSource Life. The ORP often includes restrictions on certain Contract features, such as imposing a vesting schedule on Nonelective Contributions, restricting the availability of loans or financial hardship distributions and prohibiting Contract exchanges and distributions prior to Your termination of employment or retirement from Your Employer. Rights and features of Your Contract will be restricted in accordance with the ORP to the extent required by applicable law. You should review the descriptive materials provided to You by Your Employer or the ORP administrator to determine which Contract features will be modified by the ORP.

Your contract will be subject to the terms of any applicable ORP, even if the requirements are not specifically described in this section.

## MISCELLANEOUS PROVISIONS

This endorsement modifies several contract provisions as described above and as further described below.

### Spouse's Option to Continue Contract

In the event of Your death, Your spouse can take the death benefit or continue the existing contract as an IRA, inherited IRA or TSA, if eligible.

## Contract Modification

The provisions of this endorsement are intended to comply with the requirements of Section 403(b) of the Code and regulations issued thereunder and should be interpreted, whenever possible, to do so. These requirements are subject to change and this endorsement will follow current requirements.

RiverSource Life reserves the right to amend the Contract and/or endorsement from time to time, when necessary or desirable to comply with the provisions of the Code. We will request Your consent for any amendment to the Contract and/or endorsement only if it is required by the state in which the Contract was delivered. If You do not consent to an amendment, the Contract may no longer qualify as a tax sheltered annuity under Section 403(b) of the Code.

## Contract Administrative Charge

The Contract Value used to determine eligibility for a waiver or reduction in the Contract Administrative Charge will include amounts in the Loan Account.

## Contract Value

The Contract Value definition is modified to add Contract Value in the Loan Account. Any amounts transferred from a Loan Account are added to the Contract Value in the receiving accounts. Any amounts transferred to a Loan Account are subtracted from the transferring accounts.

## Rules for Surrender

Item 2 of the Rules for Surrender provision is modified as follows:

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 plus the Loan Balance.

## ENDORSEMENT EFFECTIVE DATE

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

## RiverSource Life Insurance Company



Secretary

# 401(a) Annuity Endorsement

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

## DEFINITIONS

### Annuitant

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

### Beneficiary

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

### Code

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

### Contract

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

### Plan

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

### Required Beginning Date

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

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

## You and Your

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

## OWNERSHIP

### Change of Ownership

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

## ANNUITY PAYMENT PLAN PROVISIONS

### Change of Annuitization Start Date

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

1. The latest of:
  - (a) April 1 following the calendar year in which the Annuitant attains age 70½;
  - (b) April 1 following the calendar year in which the Annuitant retires from employment with the Plan sponsor; or
  - (c) Such other date which satisfies the minimum distribution requirements under Section 401(a)(9) of the Code;

or

2. The latest of:
  - (a) The Annuitant's 95th birthday; or
  - (b) The 10th contract anniversary; or
  - (c) Such other date as agreed upon by us.

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

## Annuity Payment Plans

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

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

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

## Required Minimum Distributions

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

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

## RiverSource Life Insurance Company



Secretary

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

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

## Distributions Upon Death Of Annuitant

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

## GENERAL PROVISIONS

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

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

SERFF Tracking Number: AEMN-127041161 State: Arkansas  
Filing Company: RiverSource Life Insurance Company State Tracking Number: 48519  
Company Tracking Number: 131068DAR  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: RAVA 5  
Project Name/Number: 2011 Qualified Annuities/131068D

## Supporting Document Schedules

Item Status:

Status

Date:

**Satisfied - Item:** Flesch Certification

**Comments:**

The Flesch Certification is not applicable as these forms are variable annuity forms.

The compliance certification is attached for Regulation 19.

Guaranty Association Notices are attached for Regulation 49 - there are two virtually identical versions that are used in different distribution channels.

The forms are used with variable annuity contracts subject to S.E.C. registration and exempt from state readability requirements.

Consumer Information Notices are attached - there are two virtually identical versions that are used in different distribution channels.

**Attachments:**

AR CH 19 CERT.pdf

AR GTY Notice.pdf

ARNOTIC2.pdf

271786 D (01-07) - ODL Multi Fixed Consumer Notice - AR.pdf

34146 D (1-04) - AR Guaranty Assn Notice.pdf

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

Forms:    **131068D Annuity Endorsement – 403(b) Annuity**  
              **411269A Annuity Endorsement – 401(a) Annuity**

We certify that the above forms being submitted meet 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:              April 18, 2011

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.

## **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.

SERFF Tracking Number: AEMN-127041161 State: Arkansas  
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 48519  
 Company Tracking Number: 131068DAR  
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium  
 Variable and Variable  
 Product Name: RAVA 5  
 Project Name/Number: 2011 Qualified Annuities/131068D

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/14/2011	Form	Annuity Endorsement – 401(a) Annuity	04/19/2011	4011269A.pdf (Superceded)

# 401(a) Annuity Endorsement

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

## DEFINITIONS

### Annuitant

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

### Beneficiary

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

### Code

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

### Contract

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

### Plan

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

### Required Beginning Date

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

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

## You and Your

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

## OWNERSHIP

### Change of Ownership

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

## ANNUITY PAYMENT PLAN PROVISIONS

### Change of Annuitization Start Date

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

1. The latest of:
  - (a) April 1 following the calendar year in which the Annuitant attains age 70½;
  - (b) April 1 following the calendar year in which the Annuitant retires from employment with the Plan sponsor; or
  - (c) Such other date which satisfies the minimum distribution requirements under Section 401(a)(9) of the Code;

or

2. The latest of:
  - (a) The contract anniversary on or preceding the annuitant's 95th birthday; or
  - (b) The 10th contract anniversary; or
  - (c) Such other date as agreed upon by us.

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

## Annuity Payment Plans

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

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

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

## Required Minimum Distributions

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

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

## RiverSource Life Insurance Company



Secretary

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

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

## Distributions Upon Death Of Annuitant

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

## GENERAL PROVISIONS

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

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