

SERFF Tracking Number: AEMN-127313182 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 49329
Company Tracking Number: 411354AR
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: RAVA 5
Project Name/Number: Guaranteed Minimum Death Benefit Rider/411354

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: RAVA 5

SERFF Tr Num: AEMN-127313182 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 49329

Variable and Variable

Closed

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: 411354AR

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Linda Elston, Susan
Schmidt

Disposition Date: 07/21/2011

Date Submitted: 07/18/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Minimum Death Benefit Rider

Status of Filing in Domicile: Pending

Project Number: 411354

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Domicile state of
Minnesota is an Interstate Compact state. This
filing has been filed and is awaiting review and
approval.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 07/21/2011

State Status Changed: 07/21/2011

Deemer Date:

Created By: Susan Schmidt

Submitted By: Susan Schmidt

Corresponding Filing Tracking Number:

Filing Description:

Subject: Individual Variable Annuity Submission: A Guaranteed Minimum Death Benefit Rider and a Contract Data insert paragraph.

We wish to place two variable annuity forms on file for approval. Rider form 411354 and its contract data insert DP411354 form are new replace the following:

SERFF Tracking Number: AEMN-127313182 State: Arkansas
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Form number	Form Name	Approval Date	State Filing Number
411280	Death Benefit Rider	09/23/09	43492
DP411280	Death Benefit Rider datapage insert	09/23/09	43492

These variable forms are subject to federal jurisdiction and accordingly the Flesch requirements do not apply.

...Rider Form 411354 (GMDB Rider)

This optional death benefit rider replaces the regular death benefit provision and upon the death of the owner provides the greatest of the following amounts: 1) the Contract Value, after any rider charges have been deducted; 2) the Return of Purchase Payment (ROPP) Value which provides a return of purchase payments plus any purchase payment credits, adjusted for partial surrenders; 3) the Maximum Anniversary Value (MAV) which provides the maximum contract value from prior anniversary; or 4) the Protected Growth Value (PGV) after the Deferral Period, currently 2 years, which provides a return of purchase payments plus any purchase payment credits, increased annually until the owner reaches the earlier of the maximum PGV date, which is currently the owner's 91st birthday or the date the owner declines any increase to the Annual Rider Fee as described in the Rider Charges provision. The maximum age at which this death benefit rider may be elected is currently age 75. For spousal continuation, the rider terminates if the new owner is older than the maximum continuation age, currently age 75.

...Contract Data insert form DP411354

This Contract Data insert paragraph will appear on the contract data page when the optional death benefit rider form is selected at application or as an attachment if a rider is added after contract issue.

This rider and contract data insert will be used with the currently issued contracts and applications shown below.

Form Number	Form Name	Approved Date/State Filing Number
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.

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STATEMENT OF VARIABILITY

Material that may change is indicated by brackets on the submitted forms. A Statements of Variability is included, and each form is annotated to match the SOV explanation given. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will not involve changes to the text without prior approval and will always meet or exceed the requirements of your state regulations.

Charges might change for new issues based on the competitive or economic environment, and product design.

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

Sincerely,
Susan Schmidt, Senior Contract Analyst
RiverSource Life Insurance Company
612-671-1734
Susan.2.Schmidt@ampf.com

Company and Contact

Filing Contact Information

Susan Schmidt, Sr. Contract Analyst Susan.2.Schmidt@ampf.com
9550 Ameriprise Financial Center 612-671-1734 [Phone]
H25/9550 612-671-3866 [FAX]
Minneapolis, MN 55474

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

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Retaliatory? Yes
Fee Explanation: \$50 per form (2) or retaliatory (\$125.00) - whichever is greater.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$125.00	07/18/2011	49865341

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/21/2011	07/21/2011

SERFF Tracking Number: AEMN-127313182 *State:* Arkansas
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Disposition

Disposition Date: 07/21/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Form Schedule

Lead Form Number: 411354

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	411354	Policy/Cont Guaranteed ract/Fratern Minimum Death al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			411354 brkt.pdf
	DP411354	Data/DeclarGuaranteed ation PagesMinimum Death Benefit Contract Data insert	Initial			DP411354 brkt.pdf

1. [Marketing Name]

Guaranteed Minimum Death Benefit Rider

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

The purpose of the guaranteed minimum death benefit provided under this rider is to provide additional guarantees that may increase the death benefit provided in the contract. The guaranteed minimum death benefit rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or owner meets the qualifications specified in the Termination of the Rider provision.

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of the various specified investment options. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and the Rider Charges provision.

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

The additional charge for this rider is described in the Rider Charges provision.

The Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract to which this rider is attached is hereby deleted and replaced with the following.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this rider is in force, We will pay the beneficiary the greatest of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision of the contract:

1. the Contract Value, after any rider charges have been deducted;
2. the Return of Purchase Payment (ROPP) Value;
3. the Maximum Anniversary Value (MAV); or
4. the Protected Growth Value (PGV) after the Deferral Period shown under Contract Data.

Deferral Period Definition: The Deferral Period is the number of contract years, shown under Contract Data, before the PGV will be used to determine the death benefit under this rider. The Deferral Period starts on the rider effective date and ends the day prior to the Contract Anniversary. If You die during the Deferral Period, the PGV will not be used to determine the death benefit.

Return of Purchase Payment (ROPP) Value

If the rider is effective on the Contract Date, the ROPP value is established as the total purchase payments and any purchase payment credits received on that date. If the rider is effective on a Contract Anniversary, the ROPP value is established as the Contract Value on the later of that anniversary or the Valuation Date we receive Your Written Request to add the rider.

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

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.

2. A partial surrender will result in an adjustment which will be subtracted from the ROPP value.

The adjustment amount is determined as follows:

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

- a** = the amount Your Contract Value is reduced by the partial surrender
 - b** = the ROPP value on the date of (but prior to) the partial surrender
 - c** = the Contract Value on the date of (but prior to) the partial surrender
3. Upon continuation of the contract by Your spouse upon Your death, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.

Maximum Anniversary Value (MAV)

If the rider is effective on the Contract Date, the MAV is established as the total purchase payments and any purchase payments credits received on that date. If the rider is effective on a Contract Anniversary, the MAV is established as the Contract Value on the later of that anniversary or the Valuation Date we receive Your Written Request to add the rider.

Other than the exceptions listed below, on each Contract Anniversary the MAV will be increased to the Contract Value if the Contract Value is greater, unless:

1. You have declined an increase to the Annual Rider Fee;
2. the Contract Anniversary is on or after the Maximum MAV Date shown under Contract Data; or
3. the Contract Anniversary is on or after Your date of death.

Adjustments are made to the MAV in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the MAV.
2. A partial surrender will result in an adjustment as described in the MAV and PGV Adjustments for Partial Surrenders provision below. The adjustment amount will be subtracted from the MAV.

3. Upon continuation of the contract by Your spouse upon Your death, the MAV is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.

Protected Growth Value (PGV)

If the rider is effective on the Contract Date, the PGV is established as the total purchase payments and any purchase payment credits received on that date. If the rider is effective on a Contract Anniversary, the PGV is established as the Contract Value on the later of that anniversary or the Valuation Date we receive Your Written Request to add the rider.

Other than the exceptions listed below, the PGV will be determined using one of the following PGV increase methods. The PGV increase method used for Your contract will be shown under Contract Data.

PGV Increase Method 1: The PGV will be increased by the Guaranteed Growth Amount or to the MAV, whichever is greater, on each Contract Anniversary.

PGV Increase Method 2: The PGV will be increased by the Guaranteed Growth Amount on each Contract Anniversary.

The PGV will increase unless:

1. You have declined an increase to the Annual Rider Fee;
2. the Contract Anniversary is on or after the Maximum PGV Date shown under Contract Data; or
3. the Contract Anniversary is on or after Your date of death.

Adjustments are made to the PGV in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the PGV.
2. A partial surrender will result in an adjustment as described in the MAV and PGV Adjustments for Partial Surrenders provision below. The adjustment amount will be subtracted from the PGV.
3. Upon continuation of the contract by Your spouse upon Your death, the PGV is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.

Guaranteed Growth Amount

The Guaranteed Growth Amount is used to determine the amount the PGV will increase on each Contract Anniversary after the rider effective date and prior to the earlier of the Maximum PGV Date or Your date of death. The Guaranteed Growth Amount is determined at the following times:

1. On the rider effective date and on each rider anniversary

On the rider effective date, the Guaranteed Growth Amount is equal to the PGV multiplied by the Guaranteed Growth Percentage shown under Contract Data.

On each rider anniversary, unless you have declined an increase to the Annual Rider Fee, the Guaranteed Growth Amount is equal to the PGV (after the PGV has been increased as described in the Protected Growth Value provision) multiplied by the Guaranteed Growth Percentage.

If You have declined an increase to the Annual Rider Fee, the Guaranteed Growth Amount is set at the time You decline the increase and it does not change on rider anniversaries. The Guaranteed Growth Amount will not increase the PGV, however the Guaranteed Growth Amount is still used to determine the Available Income.

2. When a subsequent purchase payment is made on or prior to the First Year PGV Date shown under Contract Data

The Guaranteed Growth Amount is increased by the purchase payment plus any associated purchase payment credit multiplied by Guaranteed Growth Percentage.

3. Following the Contract Anniversary immediately preceding the Maximum PGV Date shown under Contract Data

The Guaranteed Growth Amount will be zero.

4. On and after Your date of death

The Guaranteed Growth Amount will be zero.

5. When You surrender more than the Available Income after you have declined an increase to the Annual Rider Fee

The Guaranteed Growth Amount will be adjusted as described in the Rider Charges provision.

MAV and PGV Adjustments for Partial Surrenders

A MAV adjustment and PGV adjustment for a partial surrender is calculated for the MAV and PGV separately for each partial surrender. For these adjustments, the amount of the partial surrender is equal to the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment for partial surrenders greater than the Available Income. You will not be assessed a surrender charge and no market value adjustment will be applied as long as Your surrender does not exceed the Available Income.

The amount of the partial surrender determines which of the following MAV adjustment and PGV adjustment formulas to use:

- A. If the partial surrender is less than or equal to the Available Income*, then the MAV adjustment and PGV adjustment will be the partial surrender amount.
- B. If the partial surrender is greater than the Available Income*, then the MAV adjustment and PGV adjustment will be the Available Income*, plus

$\frac{d \times e}{f}$ where:

- d** = the partial surrender less the Available Income*
- e** = the MAV or PGV on the date of (but prior to) the partial surrender less the Available Income*
- f** = the Contract Value on the date of (but prior to) the partial surrender less the Available Income*

*Use the Available Income on the date of (but prior to) the current partial surrender.

Refer to the Required Minimum Distributions (RMD(s)) provision below regarding the effect RMDs have on Your death benefit.

Available Income

Your Available Income is determined at the following times:

1. On the rider effective date and on each rider anniversary

The Available Income will be set as the Guaranteed Growth Amount.

2. When a subsequent purchase payment is made on or prior to the First Year PGV Date shown under Contract Data

Your Available Income is increased by the purchase payment and any associated purchase payment credit multiplied by the Guaranteed Growth Percentage, shown under Contract Data.

3. When a partial surrender is taken

The Available Income will equal the Available Income immediately prior to the partial surrender less the amount of the partial surrender, but not less than zero.

If Available Income is greater than the Contract Value, any surrender or partial surrender will be limited to the Contract Value.

4. Following the Contract Anniversary immediately preceding the Maximum PGV Date shown under Contract Data

The Available Income will be zero.

5. On and after Your date of death

The Available Income will be zero.

Required Minimum Distributions (RMD(s))

If You are taking required minimum distributions from this contract and Your RMD is greater than the Guaranteed Growth Amount, the portion of Your RMD that is greater than the Guaranteed Growth Amount will not reduce the MAV and PGV provided:

1. The RMD is for this contract alone,
2. The RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
3. The RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any partial surrender amount that is greater than the RMD amount allowed under this provision will be adjusted according to Section B under the MAV and PGV Adjustments for Partial Surrender provision.

Investment Options and Limits

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options shown under Contract Data, ranging from conservative to more aggressive risk classifications. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any increase to the Annual Rider Fee as described in the Rider Charges provision.

You can allocate Your Contract Value to any available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments and any purchase payment credits to one of the available investment options. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate additional purchase payments, any purchase payment credits and Your Contract Value as provided in the contract.

Contract Modification Provision

Because of the addition of the rider to Your contract, several contract provisions are modified as described below.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Assignment and Change of Ownership

The rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and was an owner before the change, or is a non-natural owner holding for the sole benefit of the owner (e.g., an individual ownership changed to a personal revocable trust).

Rider Charges

We deduct the charge from this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The Initial Annual Rider Fee is shown under Contract Data. The charge is calculated as the fee multiplied by the greatest of:

1. the Contract Value, or
2. the ROPP value, or
3. the MAV, or
4. the PGV.

We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. The fee will never exceed the Maximum Annual Rider Fee shown under Contract Data. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice, unless one of the following occurs.

1. You can decline this increase and all future increases in the Annual Rider Fee if We receive Your Written Request prior to the date of the increase to the Annual Rider Fee. If You decline any increase to the Annual Rider Fee, You permanently relinquish:
 - A. all future MAV increases,
 - B. all future PGV increases,

- C. any ability to make additional purchase payments,
- D. Your spouse's ability to continue this rider upon Your death, and
- E. the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

2. You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

If You decline any increase to the Annual Rider Fee, the PGV will no longer be increased by the Guaranteed Growth Amount. However, the Guaranteed Growth Amount is still used to determine the Available Income.

The Guaranteed Growth Amount is set at the time You decline the increase to the Annual Rider Fee, and a partial surrender of more than the Available Income will result in an adjustment which will be subtracted from the Guaranteed Growth Amount.

The adjustment amount is determined as follows:

$$\frac{g \times h}{i} \quad \text{where:}$$

g = the amount Your Contract Value is reduced by the partial surrender

h = the Guaranteed Growth Amount on the date of (but prior to) the partial surrender

i = the Contract Value on the date of (but prior to) the partial surrender

If the Annual Rider Fee changes during a contract year, We will calculate an average rider charge, for that contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect.

If there is a continuation of the contract by a spouse and the spouse retains this rider, their fee will be reset to the current fee for the oldest owner's attained age. If the oldest owner is older than the Maximum Continuation Age shown under Contract Data, the rider will terminate.

If this rider terminates on any date other than a rider anniversary, a pro-rated charge adjusted for the number of Days the rider was in effect during that contract year will be calculated as shown above and deducted from the Contract Value. The fee will be discontinued from that point forward.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. The rider will terminate on the Annuitization Start Date.
2. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
3. The rider will terminate if the spouse who continues the contract is older than the Maximum Continuation Age shown under Contract Data.
4. If You have declined an increase to the Annual Rider Fee and if Your spouse continues the Contract upon Your death, the rider will terminate.
5. Termination of the contract for any reason will terminate the rider.

6. The rider will terminate if the Contract Value is reduced to zero.
7. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
8. The rider will terminate upon continuation of the contract as an Inherited IRA after Your death.
9. In relation to certain increases in the Annual Rider Fees as described in the Rider Charges provision, Your Written Request will terminate the rider.
10. If You have declined an increase to the Annual Rider Fee and if the PGV becomes zero, the rider will terminate.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company



Secretary

3.

1. [Marketing Name Rider]

Rider Effective Date: 4. [02/01/2012]
Initial Annual Rider Fee*: [1.25%] 5.
Maximum Annual Rider Fee: 6 [2.00%]
Deferral Period: [2 years] 7
Maximum MAV Date: 8 [Your 91st birthday]
PGV Increase Method: PGV Increase Method [1] 9.
Maximum PGV Date: 10. [Your 91st birthday]
Guaranteed Growth Percentage: [5%] 11.
First Year PGV Date: 12. [120th] day after the rider effective date
Maximum Continuation Age** [75] 13.

* The Initial Annual Rider Fee is not guaranteed and can be changed as described in the Rider Charges provision but will never be more than the Maximum Annual Rider Fee shown above.

** Applicable only if there is a continuation of the contract by the spouse.

Initial Investment Selection: 15. [Moderately Aggressive]

Number of Elective Investment Option
Changes Permitted Per Contract Year: [2] 14.

16.

Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator program]. The [Portfolio Navigator program] contains several [Variable Portfolio] funds of funds with investment asset mixes that range from [conservative to aggressive]. You may select from the following [Variable Portfolio funds]: [Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio.] If any Annual Rider Fee increase is declined, investment options will be restricted.

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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: These variable forms are subject to federal jurisdiction and accordingly the Flesch requirements do not apply.		

Comments:

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: This is not a policy filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachment: GMDB Actuarial Memo.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: Statement of Variability-Forms 411354 and DP411354.pdf		

	Item Status:	Status Date:
Satisfied - Item: Redlines		

SERFF Tracking Number: AEMN-127313182 State: Arkansas
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Product Name: RAVA 5
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Comments:

Attachment:

411354 GMDB redline changes.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certifications

Comments:

Attachments:

AR Cert of Compliance Reg 33 411354.pdf
AR Certification.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Consumer Information Notices

Comments:

Attachments:

AR Consumer Info Notice.pdf
AR Guaranty Assn Notice.pdf

RiverSource Life Insurance Company
Statement of Variability
July 18, 2011

Rider Form – 411354
Contract Data Insert Form – DP411354

Brackets have been placed around various items in the form in order to indicate that they are variable and subject to change by us as explained below. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will always meet or exceed the requirements of the laws of your state.

Rider Form 411354:

1. The Marketing Name is bracketed to indicate that the Marketing Name has not yet been determined but this is where it will appear.
2. The bottom right corners are bracketed for use for internal administrative information. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the last two numbers of a year, from 2011 to future years.
3. The officer signature is bracketed to indicate that the name may change.

Contract Data insert DP411354: This form will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the values we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change based on the competitive or economic environment, product design, and mortality experience. Also, multiple values within the stated range may be in effect for new issues at the same time based on the client issue age and corresponding pricing.

4. The rider effective date will print.

	Anticipated value	Range of possible values	When it might change for new issues
5. Initial Annual Rider Fee	0.65% for issue ages 0-69. 1.25% for ages 70+.	0.25% - 3.00%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
6. Maximum Annual Rider Fee	2.00%	1.00% - 3.00%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
7. Deferral Period	2 years	0 – 10 years	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
8. Maximum MAV Date	Your 91 st birthday	Your 50 th birthday to Your 100 th birthday or any anniversary on/after the 5 th .	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
9. PGV Increase Method	Method 1	Method 1 or Method 2	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
10. Maximum PGV Date	Your 91 st birthday	Your 50 th birthday to Your 100 th	Based on the competitive or economic environment, product design, and

		birthday or any anniversary on/after the 5 th .	experienced mortality. Will not change often
11. Guaranteed Growth Percentage	5%	1% - 10%	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
12. First Year PGV Date	120th day after the rider effective date	0 – 365 days after the rider effective date	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
13. Maximum Continuation Age and Maximum Rider Issue Age	75	50-100	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
14. Number of Investment Option Changes Allowed Per Contract Year	2	1-5	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often

15. Initial Investment Selection will be any available investment option that the company offers ranging from conservative to aggressive and based on the investment option selected by the contract owner when the rider is elected.

16. "Specified Investment Options/Allocation Restrictions and Limitations" paragraph is bracketed to indicate that (1) if the restriction does not apply, this paragraph will not appear on the specification page form or (2) if additional investment options are available or if alternative investment options are available they will be shown on the form. Within the paragraph, the marketing name for the allocation program and the funds of funds names may change. The funds names are bracketed to allow us to change the available program funds for new issues. For example, we may not offer an Aggressive option at all times.

~~ENHANCED DEATH BENEFIT RIDER~~

Marketing Name Guaranteed Minimum Death Benefit Rider

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

The purpose of the guaranteed minimum death benefit provided under this rider is to provide additional guarantees that may increase the death benefit provided in the contract. The guaranteed minimum death benefit rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or owner meets the qualifications specified in the Termination of the Rider provision.

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of the various specified investment options. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and the Rider Charges provision.

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

~~"Excluded Accounts" are shown under Contract Data. "Protected Accounts" are all accounts other than Excluded Accounts. If any new subaccounts added to the Variable Account after the effective date of this rider are Excluded Accounts, You will be notified.~~

The additional charge for this rider is described in the Rider Charges provision.

The Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, ~~including any attached endorsement~~, to which this rider is attached is hereby deleted and replaced with the following.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this rider is in force, ~~then~~ We will pay the beneficiary the greatest of the following amounts, less any purchase payment credits that are subject to reversal as described

in the Purchase Payment Credits provision of the contract:

1. the Contract Value, after any rider charges have been deducted; ~~or~~
2. the Return of Purchase Payment (ROPP) Value; ~~or~~
3. the Maximum Anniversary Value (MAV); or
4. ~~the Accumulation Death Benefit Floor.~~

4. ~~Covered Life Change~~ the Protected Growth Value (PGV) after the Deferral Period shown under Contract Data.

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

Adjustments for Partial Surrenders Definition:

"Adjustments for partial surrenders" are calculated for both the MAV and ROPP value separately for each partial surrender using the following formula:

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

~~a~~ = ~~the amount Your years, shown under Contract Value is reduced by the partial surrender~~

~~b~~ = ~~the applicable ROPP value or MAV Data, before the PGV will be used to determine the death benefit under this rider. The Deferral Period starts on the rider effective date of (but and ends the day prior to) the partial surrender~~

~~c~~ = ~~the Contract Value on the date of (but prior to) the partial surrender Anniversary. If You die during the Deferral Period, the PGV will not be used to determine the death benefit.~~

Return of Purchase Payment (ROPP) Value

If the rider is effective on the Contract Date, the ROPP value is established as the total purchase payments and any purchase payment credits ~~received on that date~~. If the rider is effective on a Contract Anniversary, the ROPP value is established as the Contract Value on the later of that anniversary or the Valuation Date we receive ~~your written request~~ Your Written Request to add the rider ~~---~~.

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

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. ~~Partial surrenders~~ A partial surrender will result in ~~"adjustments for partial surrenders"~~ an adjustment which will be subtracted from the ROPP value.

~~After~~ The adjustment amount is determined as follows:

~~a "covered life change" for~~ X b
where:
c

- a spouse who continues = the amount Your Contract Value is reduced by the partial surrender
 - b = the ROPP value on the date of (but prior to) the partial surrender
 - c = the Contract Value on the date of (but prior to) the partial surrender
3. Upon continuation of the contract by Your spouse upon Your death, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
 4. ~~After a "covered life change" other than for a spouse who continues the contract, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:~~
A = the Contract Value on that date after any rider charges have been deducted, and
B = the ROPP value on that date (but prior to the reset).

Maximum Anniversary Value (MAV)

~~The MAV equals~~ If the ROPP value prior to the first Contract Anniversary after the rider is effective date of this rider. ~~On the Contract Date, the MAV is established as the total purchase payments and any purchase payments credits received on that date. If the rider is effective on a Contract Anniversary, the MAV is established as the Contract Value on the later of that anniversary or the Valuation Date we receive Your Written Request to add the rider.~~

~~Other than the exceptions listed below, on each Contract Anniversary after the effective date of this rider and prior to the earlier of the Maximum MAV Date shown under Contract Data or Your date of death, the MAV will be increased to the Contract Value, if the Contract Value is greater-- , unless:~~

1. You have declined an increase to the Annual Rider Fee;
2. the Contract Anniversary is on or after the Maximum MAV Date shown under Contract Data; or
3. the Contract Anniversary is on or after Your date of death.

Adjustments are made to the MAV in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the MAV.
2. ~~Partial surrenders~~ A partial surrender will result in ~~"adjustments~~ an adjustment as described in the MAV and PGV Adjustments for partial surrenders" Partial Surrenders provision below. The adjustment amount will be subtracted from the MAV.
3. ~~After a "covered life change" for a spouse who continues~~ Upon continuation of the contract by Your spouse upon Your death, the MAV is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. ~~After a "covered life change" other than for a spouse who continues the contract, the MAV is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:~~
A = the Contract Value on that date after any rider charges have been deducted, and
B = the MAV on that date (but prior to the reset).

Accumulation Death Benefit Floor

~~The Accumulation Death Benefit Floor is equal to the sum of:~~

1. ~~the Contract Value in the Excluded Accounts, if any, and~~
2. ~~Variable Account Floor.~~

~~Protected Account Base (PAB) and Excluded Account Base (EAB) Definition:~~

~~Adjustments to Variable Account Floor require tracking amounts representing purchase payments and any associated purchase payment credits, not previously surrendered, that are allocated or transferred to the Protected Accounts and Excluded Accounts.~~

~~PAB equals amounts representing purchase payments and any associated purchase payment~~

credits, not previously surrendered or transferred, that are in the Protected Accounts.

- EAB equals amounts representing purchase payments and any associated purchase payment credits, not previously surrendered or transferred, that are in the Excluded Accounts.

Variable Account Floor Definition: Variable Account Floor is PAB increased on Contract Anniversaries prior to the earlier of the Maximum Variable Account Floor Date shown under Contract Data or Your death as explained below.

Net Transfer Definition: If multiple transfers are made on the same Valuation Day, they are combined to determine the net amount of Contract Value being transferred between the Protected Accounts and Excluded Accounts. This net transfer amount is used to adjust the EAB, PAB and Variable Account Floor values.

Establishment of Variable Account Floor, PAB and EAB

Protected Growth Value (PGV)

If the rider is effective on the Contract Date, 1) Variable Account Floor and PAB are the PGV is established as Your initial the total purchase payment payments and any purchase payment credits allocated to the Protected Accounts; and 2) EAB is established as Your initial purchase payment and any purchase payment credits allocated to the Excluded Accounts.

received on that date. If the rider is effective on a Contract Anniversary, on that Contract Anniversary 1) Variable Account Floor and PAB are established as Your Contract Value allocated to the Protected Accounts; and 2) EAB PGV is established as Contract Value allocated to the Excluded Accounts.

Adjustments to Variable Account Floor, PAB and EAB

Variable Account Floor, PAB and EAB are adjusted by Contract Value on the following:

1. When an additional purchase payment is made:
 - (A) any payment and any associated purchase payment credit You allocate to later of that anniversary or the Protected Accounts are added to PAB and to Variable Account Floor, and
 - (B) any payment and any associated purchase payment credit You allocate to the Excluded Accounts are added to EAB.
2. When transfers are made to the Protected Accounts from the Excluded Accounts, We increase PAB and Variable Account Floor, and We reduce EAB.

The amount We deduct from EAB and Valuation Date we receive Your Written Request to add to PAB and to Variable

Account Floor is calculated for each net transfer using the following formula: the rider.

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

a = the amount the Contract Value in the Excluded Accounts is reduced by the net transfer

b = EAB on the date of (but prior to) the transfer

c = the Contract Value in the Excluded Accounts Other than the exceptions listed below, the PGV will be determined using one of the following PGV increase methods. The PGV increase method used for Your contract will be shown under Contract Data.

PGV Increase Method 1: The PGV will be increased by the Guaranteed Growth Amount or to the MAV, whichever is greater, on each Contract Anniversary.

PGV Increase Method 2: The PGV will be increased by the Guaranteed Growth Amount on each Contract Anniversary.

The PGV will increase unless:

1. You have declined an increase to the Annual Rider Fee;
2. the Contract Anniversary is on or after the Maximum PGV Date shown under Contract Data; or
3. the Contract Anniversary is on or after Your date of (but prior to) the transfer. death.

When Adjustments are made to the PGV in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the PGV.
3. A partial surrenders are made from the Excluded Accounts, We reduce EAB by the same amount as calculated above for transfers from the Excluded Accounts, using surrender amounts will result in an adjustment as described in place of transfer amounts. the MAV and PGV Adjustments for Partial surrenders from Excluded Accounts do not increase PAB.
4. 2. When transfers are made to the Excluded Accounts Surrenders provision below. The adjustment amount will be subtracted from the Protected Accounts, We reduce PAB and Variable Account Floor, and We increase EAB. PGV.

The amounts We deduct from PAB and Variable Account Floor are calculated for each net transfer using the following formula:

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

a = the amount the Contract Value in the Protected Accounts is reduced Upon

~~continuation of the contract by the net transfer~~

~~b = the applicable PAB or Variable Account Floor on the date of (but prior to) the transfer~~

~~c = the Contract Value in the Protected Accounts on the date of (but prior to) the transfer.~~

~~The amount We subtract from PAB is added to EAB.~~

~~5. When partial surrenders are made from the Protected Accounts, We reduce PAB and Variable Account Floor by the same amount as calculated above for transfers from the Protected Accounts, using surrender amounts in place of transfer amounts. Partial surrenders from Protected Accounts do not increase EAB.~~

~~6-3. After a "covered life change" for a Your spouse who continues the contract, Variable Account Floor and PAB are reset to the Contract Value in the Protected Accounts on the date of continuation. EAB upon Your death, the PGV is reset to the Contract Value in the Excluded Accounts on the date of continuation. The Contract Value is after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.~~

~~7. After a "covered life change" other than for a spouse who continues the contract, Variable Account Floor, PAB and EAB are reset on the Valuation Date We receive Your Written Request for the "covered life change."~~

~~Variable Account Floor and PAB are reset to the lesser of A or B where:~~

~~A = the Contract Value in the Protected Accounts on that date, and~~

~~B = Variable Account Floor on that date (but prior to the reset).~~

~~EAB is reset to the lesser of A or B where:~~

~~A = the Contract Value in the Excluded Accounts on that date, and~~

~~B = EAB on that date (but prior to the reset).~~

~~8. On a Contract Anniversary when Variable Account Floor is greater than zero:~~

~~(A) On the first Contract Anniversary,~~

~~We **Guaranteed Growth Amount**~~

~~The Guaranteed Growth Amount is used to determine the amount the PGV will increase Variable Account Floor by an amount equal to the Accumulation Death Benefit Floor on each Contract Anniversary after the rider effective date and prior to the earlier of the Maximum PGV Date or Your date of death. The Guaranteed Growth Amount is determined at the following times:~~

1. On the rider effective date and on each rider anniversary

On the rider effective date, the Guaranteed Growth Amount is equal to the PGV multiplied by the Guaranteed Growth Percentage shown under Contract Data, multiplied by Variable Account Floor as of 60 days after the Contract Date.

(B) On each subsequent Contract Anniversary prior to the earlier of the Maximum Variable Account Floor Date shown under Contract Data or Your death, We rider anniversary, unless you have declined an increase Variable Account Floor by an amount to the Annual Rider Fee, the Guaranteed Growth Amount is equal to the Accumulation Death Benefit Floor Percentage, PGV (after the PGV has been increased as described in the Protected Growth Value provision) multiplied by the prior Contract Anniversary's Variable Account Floor. Guaranteed Growth Percentage.

(C) Any Variable Account Floor increase on Contract Anniversaries does not increase PAB or EAB.

If You have declined an increase to the Annual Rider Fee, the Guaranteed Growth Amount is set at the time You decline the increase and it does not change on rider anniversaries. The Guaranteed Growth Amount will not increase the PGV, however the Guaranteed Growth Amount is still used to determine the Available Income.

2. When a subsequent purchase payment is made on or prior to the First Year PGV Date shown under Contract Data

The Guaranteed Growth Amount is increased by the purchase payment plus any associated purchase payment credit multiplied by Guaranteed Growth Percentage.

3. Following the Contract Anniversary immediately preceding the Maximum PGV Date shown under Contract Data

The Guaranteed Growth Amount will be zero.

4. On and after Your date of death

The Guaranteed Growth Amount will be zero.

5. When You surrender more than the Available Income after you have declined an increase to the Annual Rider Fee

The Guaranteed Growth Amount will be adjusted as described in the Rider Charges provision.

An Optional Death Benefit Rider Fee MAV and PGV Adjustments for this Partial Surrenders

A MAV adjustment and PGV adjustment for a partial surrender is calculated for the MAV and PGV separately for each partial surrender. For these adjustments, the amount of the partial surrender is equal to the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment for partial surrenders greater than the Available Income. You will not be assessed a surrender charge and no market value adjustment will be applied as long as Your surrender does not exceed the Available Income.

The amount of the partial surrender determines which of the following MAV adjustment and PGV adjustment formulas to use:

- A. If the partial surrender is less than or equal to the Available Income*, then the MAV adjustment and PGV adjustment will be the partial surrender amount.
- B. If the partial surrender is greater than the Available Income*, then the MAV adjustment and PGV adjustment will be the Available Income*, plus

$$\frac{d \times e}{f}$$
 where:

$d =$ the partial surrender less the Available Income*

$e =$ the MAV or PGV on the date of (but prior to) the partial surrender less the Available Income*

$f =$ the Contract Value on the date of (but prior to) the partial surrender less the Available Income*

*Use the Available Income on the date of (but prior to) the current partial surrender.

Refer to the Required Minimum Distributions (RMD(s)) provision below regarding the effect RMDs have on Your death benefit.

Available Income

Your Available Income is determined at the following times:

1. On the rider is included in the Annual Mortality and Expense Risk Fee effective date and on each rider anniversary

The Available Income will be set as the Guaranteed Growth Amount.

2. When a subsequent purchase payment is made on or prior to the First Year PGV Date shown under Contract Data. This

Your Available Income is increased by the purchase payment and any associated purchase payment credit multiplied by the Guaranteed Growth Percentage, shown under Contract Data.

3. When a partial surrender is taken

The Available Income will equal the Available Income immediately prior to the partial surrender less the amount of the partial surrender, but not less than zero.

If Available Income is greater than the Contract Value, any surrender or partial surrender will be limited to the Contract Value.

Following the Contract Anniversary immediately preceding the Maximum PGV Date shown under Contract Data The Available Income will be

zero.

5. On and after Your date of death

The Available Income will be zero.

Required Minimum Distributions (RMD(s))

If You are taking required minimum distributions from this contract and Your RMD is greater than the Guaranteed Growth Amount, the portion of Your RMD that is greater than the Guaranteed Growth Amount will not reduce the MAV and PGV provided:

- 1. The RMD is for this contract alone.
- 2. The RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
- 3. The RMD amount is otherwise based on the requirements of the Internal Revenue Code

Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any partial surrender amount that is greater than the RMD amount allowed under this provision will be adjusted according to Section B under the MAV and PGV Adjustments for Partial Surrender provision.

Investment Options and Limits

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options shown under Contract Data, ranging from conservative to more aggressive risk classifications. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any increase to the Annual Rider Fee as described in the Rider Charges provision.

You can allocate Your Contract Value to any available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments and any purchase payment credits to one of the available investment options. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate additional purchase payments, any purchase payment credits and Your Contract Value as provided in the contract.

Contract Modification Provision

Because of the addition of the rider to Your contract, several contract provisions are modified as described below.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Assignment and Change of Ownership

The rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and was an owner before the change, or is a non-natural owner holding for the sole benefit of the owner (e.g., an individual ownership changed to a personal revocable trust).

Rider Charges

We deduct the charge from this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The Initial Annual Rider Fee is shown under Contract Data. The charge is calculated as the fee multiplied by the greatest of:

1. the Contract Value, or
2. the ROPP value, or
3. the MAV, or
4. the PGV.

We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. The fee will never exceed the Maximum Annual Rider Fee shown under Contract Data. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice, unless one of the following occurs.

1. You can decline this increase and all future increases ~~the Mortality and Expense Risk Charge which is in the Annual Rider Fee~~ if We receive Your Written Request prior to the date of the increase to the Annual Rider Fee. If You decline any increase to the Annual Rider Fee, You permanently relinquish:
 - A. all future MAV increases,
 - B. all future PGV increases,
 - C. any ability to make additional purchase payments,
 - D. Your spouse's ability to continue this rider upon Your death, and
 - E. the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

2. You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before

the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

If You decline any increase to the Annual Rider Fee, the PGV will no longer be increased by the Guaranteed Growth Amount. However, the Guaranteed Growth Amount is still used to determine the Available Income.

The Guaranteed Growth Amount is set at the time You decline the increase to the Annual Rider Fee, and a partial surrender of more than the Available Income will result in an adjustment which will be subtracted from the Guaranteed Growth Amount.

The adjustment amount is determined as follows:

$$\frac{g \times h}{i} \text{ where:}$$

g = the amount Your Contract Value is reduced by the partial surrender

h = the Guaranteed Growth Amount on the date of (but prior to) the partial surrender

i = the Contract Value on the date of (but prior to) the partial surrender

If the Annual Rider Fee changes during a contract year, We will calculate an average rider charge, for that contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect.

If there is a continuation of the contract by a spouse and the spouse retains this rider, their fee will be reset to the current fee for the oldest owner's attained age. If the oldest owner is older than the Maximum Continuation Age shown under Contract Data, the rider will terminate.

If this rider terminates on any date other than a rider anniversary, a pro-rated charge adjusted for the number of Days the rider was in effect during that contract year will be calculated as shown above and deducted from each variable subaccount on a daily basis as described in Your contract—the Contract Value. The fee will be discontinued from that point forward.

If the rider is terminated by a "covered life change" or on the Annuitization Start Date, the Optional Death Benefit Rider Fee will be removed from the Annual Mortality and Expense Risk Fee from that point forward.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. If there has been any "covered life change" where You, as redefined, were older than the Enhanced Benefit Age (shown under Contract Data) on the

date of the "covered life change," then the rider will terminate and the Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, will be reinstated.

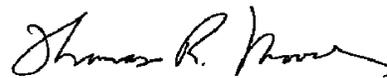
21. The rider will terminate on the Annuitization Start Date.
32. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
43. The rider will terminate if the spouse who continues the contract is older than the Maximum Continuation Age shown under Contract Data.
4. If You have declined an increase to the Annual Rider Fee and if Your spouse continues the Contract upon Your death, the rider will terminate.
5. Termination of the contract for any reason will terminate the rider.
6. The rider will terminate if the Contract Value is reduced to zero.
7. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
8. The rider will terminate upon continuation of the contract as an Inherited IRA after Your death.
9. In relation to certain increases in the Annual Rider Fees as described in the Rider Charges provision, Your Written Request will terminate the rider.
10. If You have declined an increase to the Annual Rider Fee and if the PGV becomes zero, the rider will terminate.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company



Secretary

CERTIFICATION

Form Number(s)	Form Title(s)
411354	Guaranteed Minimum Death Benefit Rider
DP411354	Guaranteed Minimum Death Benefit Contract Data insert

I, Susan Schmidt, Assistant Secretary of RiverSource Life Insurance Company, certify that RiverSource Life is in compliance with Regulation 33, particularly Article VI, VII, IX and XI.



RiverSource Life Insurance Company
Susan Schmidt, Assistant Secretary

Date: July 12, 2011

STATE OF ARKANSAS
Individual Variable Annuity
CERTIFICATION OF COMPLIANCE

Forms: 411354 Guaranteed Minimum Death Benefit Rider
DP411354 Guaranteed Minimum Death Benefit Contract Data insert

We certify that the above form being submitted meets the provisions of Rules 6 and 19 of the Arkansas Insurance Department Rules and Regulations as well as all applicable requirements of the Department.

I, Jeffrey R. Pederson, Assistant Secretary of RiverSource Life Insurance Company, further certify that I am familiar with the applicable laws, rules and regulations of the State of Arkansas, and that to the best of my knowledge, information and belief, all forms submitted with this letter are in compliance in all respects with the provisions of the Insurance Laws, Rules and Regulations of the State of Arkansas.



RiverSource
Jeffrey

Life Insurance Company
R. Pederson, Assistant Secretary

Date: _____
July 12, 2011

Questions Regarding Your Policy?

If you have questions regarding your policy, you may contact the following:

Policyowner Service Department

Tele: (Hours are 7 am - 8 pm Central Standard time)

Representative Name:

Representative Address:

If we at 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**

Tele: 1-800-852-5494

Limitations and Exclusions under the Arkansas Life and Disability Insurance Guaranty Association Act

Residents of this state who purchase life insurance, annuities, or health and accident 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 the Guaranty 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 insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. 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 variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net 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 or 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 health 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 owning 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 or contract 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 Guaranty 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.