

SERFF Tracking Number: AEMN-127219818 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 49284
 Company Tracking Number: 132298
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life
 Project Name/Number: FUL/IUL/132298

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Flexible Premium Adjustable Life SERFF Tr Num: AEMN-127219818 State: Arkansas

TOI: L09I Individual Life - Flexible Premium Adjustable Life SERFF Status: Closed-Approved- Closed State Tr Num: 49284

Sub-TOI: L09I.001 Single Life Co Tr Num: 132298 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Debbie Berg, Bonnie Foley, Jeff Pederson, Cheryl Meyer

Date Submitted: 07/12/2011

Disposition Date: 08/19/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: FUL/IUL

Project Number: 132298

Requested Filing Mode:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Domicile state of Minnesota included in Interstate Compact Filing submitted on 6/07/11.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 08/19/2011

State Status Changed: 08/19/2011

Deemer Date:

Created By: Debbie Berg

Submitted By: Bonnie Foley

Corresponding Filing Tracking Number:

Filing Description:

Subject: TOI: L09I Individual Life - Flexible Premium Adjustable Life

Sub-TOI: L09I.001 Single Life

Submitted Forms:

132298-AR Flexible Premium Adjustable Life Insurance Policy

132300-AR Flexible Premium Adjustable Life Insurance Policy with Indexed-Linked Interest Option

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132293 Overloan Protection Benefit Feature
132302 Waiver of Premium Rider for Total Disability
132301 Waiver of Monthly Deduction Rider for Total Disability
132303 Death Benefit Option 3 Endorsement

The above-listed insurance policy and rider forms are submitted for review and approval. They are new forms and will replace previously-approved forms on file if listed in each form description below. This submission contains no unusual or controversial items from the standpoint of normal company or industry standards.

The submitted policies will be issued on both a sex-distinct and unisex basis. We hereby confirm that the sex-distinct rates will not apply when issued in any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964. Underwriting of the products will be consistent with our standard procedures used with our individual life insurance portfolio. Juvenile Insureds age 17 and under will always be classified as non-tobacco. The following risk classifications are available; super preferred non-tobacco, preferred non-tobacco, standard non-tobacco, preferred tobacco, and standard tobacco. The super preferred and preferred risk classifications are available for policies that are \$100,000 and above.

Our current plan is that in the 3rd quarter of 2011 or once approved, the submitted policies, riders and benefit features will be marketed on an individual basis to the general public by licensed insurance agents using application forms 134851 and 133081 approved on 02/17/2010 as file number 44823. The death benefit option 3, the Overloan Protection Benefit, and the Cash Value Accumulation Test features will be marketed sometime in early 2012. Included with this submission are the actuarial memorandums, certifications and other material as required.

Form 132298-AR Flexible Premium Adjustable Life Insurance Policy

Replaced Form: Policy 30080C approved on 10/08/2002 and endorsement 133080 approved 12/15/2005.

Policy 132298-AR provides flexible premium adjustable life insurance. The policy continues until death or surrender. On or after age 120, no further premium payments are allowed except amounts required to keep the policy in force. Issue ages are 0 – 90. The minimum amount which can be applied for is \$50,000. A no-lapse guarantee is available with this policy. If the no-lapse guarantee is in effect, the policy will not terminate even if the cash surrender value is insufficient to pay the monthly deductions.

Form 132300-AR Flexible Premium Adjustable Life Insurance Policy with Indexed-Linked Interest Option

Replaced Forms: None

Policy 132300-AR provides flexible premium adjustable life insurance with an indexed linked interest crediting feature. The policy continues until death or surrender. On or after age 120, no further premium payments are allowed except

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amounts required to keep the policy in force. Issue ages are 0 – 90. The minimum amount which can be applied for is \$50,000. A no-lapse guarantee is available with this policy. If the no-lapse guarantee is in effect, the policy will not terminate even if the cash surrender value is insufficient to pay the monthly deductions. The policy allows the policy owner to allocate premium between the Fixed Account and the Indexed Account. The interest credited to the Indexed Account will be tied to the performance of the industry index shown in the Policy Data. The policy is not registered as a variable life insurance product with the Securities and Exchange Commission. Please note that if an index is discontinued or there is a substantial change in the calculation of an index, we will substitute a comparable index. We may add additional Indexed Accounts by policy data page. Such policy data page would be filed for approval prior to use.

Form 132293 Overloan Protection Benefit

Replaced Forms: None

The purpose of benefit form 132293 is to prevent the underlying policy from lapsing due to the policy indebtedness exceeding the policy surrender value once the policy meets the minimum requirement. The client would then be notified of their option to exercise the benefit provided by the endorsement. Some time in early 2012, the benefit will be attached to new issues of submitted policies 132298-AR and 132300-AR and also to new issues of the VUL policy form 30061-AR approved on 06/16/1998 when issued with endorsement 132024 approved on 8/23/2002 and endorsement 132161 approved on 11/29/2007. At some point in the future, we anticipate the extension of this benefit to previous issues of the same VUL policy. There is no charge for the benefit, and the administrative charge only applies when the benefit is exercised.

Form 132302 Waiver of Premium Rider for Total Disability

Replaced Forms: None

The Waiver of Premium Rider for Total Disability will waive a specified premium, or waive the monthly deductions if higher, until the insured's age 120 anniversary if total disability begins before the insured's age 60 anniversary. If total disability begins after the insured's age 60 anniversary, payment of a specified premium, or waiver of monthly deductions if higher, is made until the greater of: 1) the insured's age 65 anniversary; or 2) 2 years following the date total disability began. The rider also includes a limited benefit for waiver due to unemployment. It would be attachable to new issues of submitted Policy forms 132298-AR and 132300-AR.

Form 132301 Waiver of Monthly Deduction Rider for Total Disability

Replaced Form: Rider 134060 approved on 12/16/2004

The Waiver of Monthly Deduction Rider for Total Disability will waive the monthly deductions for the policy, until the insured's age 120 anniversary if total disability begins before the insured's age 60 anniversary. If total disability begins

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after the insured's age 60 anniversary, waiver of monthly deductions for the policy is made until the greater of: 1) the insured's age 65 anniversary; or 2) 2 years following the date total disability began. The rider also includes a limited benefit for waiver due to unemployment. It would be attachable to new issues of submitted Policy forms 132298-AR and 132300-AR.

Form 132303 Death Benefit Option 3 Endorsement
Replaced Forms: None

This endorsement will be included with all new issues of submitted policy forms 132298-AR and 132300-AR, beginning some time in early 2012. The endorsement adds a death benefit option which provides payment of the specified amount plus premium payments, less partial surrenders and partial surrender fees. The option will be included on the application when it is available.

Please feel free to contact me if I might be of assistance in your review of the submission.

Bonnie Foley, Senior Contract Analyst
612-671-8584
bonnie.foley@ampf.com

Company and Contact

Filing Contact Information

Bonnie Foley, Sr. Contract Analyst
9550 Ameriprise Financial Center
H25/9550
Minneapolis, MN 55474
bonnie.foley@ampf.com
612-671-8584 [Phone]
612-671-3880 [FAX]

Filing Company Information

RiverSource Life Insurance Company
9550 Ameriprise Financial Center
H22/9550
Minneapolis, MN 55474
(612) 671-2465 ext. [Phone]

CoCode: 65005
Group Code: 4
Group Name:
FEIN Number: 41-0823832
State of Domicile: Minnesota
Company Type: Life
State ID Number:

Filing Fees

SERFF Tracking Number: AEMN-127219818 State: Arkansas
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Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? No
Fee Explanation: The AR fee of \$300 is higher than our domicile fee of \$250.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$300.00	07/12/2011	49705600

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/19/2011	08/19/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/18/2011	07/18/2011	Bonnie Foley	08/18/2011	08/18/2011

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Disposition

Disposition Date: 08/19/2011

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		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Sample rated policy data pages		Yes
Supporting Document	Statements of Variability for forms		Yes
Supporting Document (revised)	Actuarial memos and attachments		No
Supporting Document	Actuarial memos and attachments	Replaced	No
Supporting Document	Certifications in response to objection of July 18		Yes
Form	Flexible Premium Adjustable Life		Yes
Form	Flexible Premium Adjustable Life with Indexed-Linked Interest option		Yes
Form	Overloan Protection Benefit		Yes
Form	Waiver of Monthly Deduction Rider		Yes
Form	Waiver of Premium Rider		Yes
Form	Death Benefit Option 3 Endorsement		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/18/2011
Submitted Date 07/18/2011
Respond By Date 08/18/2011

Dear Bonnie Foley,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/18/2011
Submitted Date 08/18/2011

Dear Linda Bird,

Comments:

Thank you for your review of our filing. We offer the following in response to your letter of July 18, 2011.

Response 1

Comments: Objection 1

RiverSource Life Insurance Company confirms the information required by Ark. Code Ann. 23-79-138 as addressed in Bulletin 15-2009 accompanies every policy.

Objection 2

RiverSource Life Insurance Company confirms it is in compliance with Arkansas Insurance Rule and Regulation 49. A Life and Health Insurance Guaranty Association notice is provided with every policy.

Objection 3

The certification required by Arkansas Insurance Rule and Regulation 19 is provided in the CERTIFICATION OF COMPLIANCE included with the filing.

Objection 4

RiverSource Life Insurance Company confirms it has reviewed and is in compliance with Arkansas Insurance Rule and Regulation 34. RiverSource Life Insurance Company also confirms it has reviewed and is in compliance with Bulletin 11-83. The required certification is provided in the CERTIFICATION OF COMPLIANCE included with the filing. Also included is the CONSENT TO SUBMIT RATES AND/OR COST BASIS FOR APPROVAL. The Arkansas Insurance Rule and Regulation 34 Section 11 Initial Filing Requirements information for form 132300-AR is included with the filing in the actuarial memorandum.

Objection 5

RiverSource Life Insurance Company confirms it has reviewed and is in compliance with the Arkansas EXTERNAL-INDEXED CONTRACT GUIDELINES. The required EXTERNAL-INDEXED CONTRACT GUIDELINES CERTIFICATION OF COMPLIANCE is included with the filing. An actuarial memorandum which includes the requirements is included with the filing.

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Related Objection 1

Comment:

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Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Actuarial memos and attachments

Comment:

Satisfied -Name: Certifications in response to objection of July 18

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Again - our thanks for your continued review. Please feel free to contact me if I can further your review of the filing.

Bonnie Foley
Senior Claims Analyst
612-671-8584
bonnie.foley@ampf.com

SERFF Tracking Number: AEMN-127219818 *State:* Arkansas
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Sincerely,
Bonnie Foley, Cheryl Meyer, Debbie Berg, Jeff Pederson

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Form Schedule

Lead Form Number: 132298

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	132298-AR	Policy/Cont Flexible Premium ract/Fratern Adjustable Life Certificate	Initial		51.600	132298-AR.pdf
	132300-AR	Policy/Cont Flexible Premium ract/Fratern Adjustable Life with Indexed-Linked Certificate Interest option	Initial		51.600	132300-AR.pdf
	132293	Policy/Cont Overloan Protection ract/Fratern Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.600	132293.pdf
	132301	Policy/Cont Waiver of Monthly ract/Fratern Deduction Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.400	132301.pdf
	132302	Policy/Cont Waiver of Premium ract/Fratern Rider al Certificate:	Initial		50.100	132302.pdf

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132303	Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Death Benefit Option Initial ract/Fratern 3 Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	60.400	132303.pdf
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RiverSource Life Insurance Company

70100 Ameriprise Financial Center
Minneapolis, MN 55474

1-800-862-7919



FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

- Policy continues until death, surrender, or lapse.
- Death benefit payable at Insured's death.
- Flexible premiums payable as provided herein. Benefits, values and periods of coverage are based on actual premiums paid, interest credited and charges. Interest rates and charges are subject to change by Us described herein.
- This policy is nonparticipating. Dividends are not payable.

Insured: [John Doe]

Policy Number: 9090[1234,456]

Policy Date: [September 15, 2011]

Issue Age: [35]

Initial Specified Amount: [\$100,000]

Initial Death Benefit Option: [Option 1]

This is a life insurance policy. It is a legal contract between You, as the owner, and Us, RiverSource Life insurance Company, A Stock Company, Minneapolis, Minnesota. **PLEASE READ YOUR POLICY CAREFULLY.**

NOTICE OF YOUR RIGHT TO EXAMINE THIS POLICY

If for any reason You are not satisfied with this policy, return it to Us or Our representative within 10 days after You receive it. If this policy is intended to replace an existing policy, Your right to examine is extended to 30 days or any longer period if required by the state in which it is delivered, We will then cancel this policy and refund all premiums, less Indebtedness, which You have paid. This policy will then be considered void from its start.

In consideration of Your application and payment of the initial premium We issue this policy and We promise to pay the death benefit less Indebtedness described in this policy to the beneficiary if We receive proof satisfactory to Us that the Insured died while this policy was In Force.

Signed for and issued by RiverSource Life Insurance Company in Minneapolis, Minnesota, as of the Policy Date shown above.

The owner and the beneficiary are as named in the application unless they are changed as provided for in this policy.

President:

Secretary:

GUIDE TO POLICY PROVISIONS

Policy Data	Policy data and benefits; Premium information; Interest and loan information; Fees and Deductions; Table of Surrender Charges; Policy Credits; CSO Mortality Tables; Payment of policy proceeds option tables / Page 3
Definitions	Important words and meanings / Page 4
Insurance Contract	Entire contract; Incontestability; Suicide provision; Misstatement of age or sex; Termination; Tax treatment / page 6
Owner and Beneficiary	Owner's rights; Successor owner; Change of Ownership; Beneficiary designation; Change of Beneficiary; Assignment / Page 8
Premiums	Payment of premiums; Grace period; No-Lapse guarantee provision; Reinstatement / Page 9
Death Benefits	Describes the death benefits provided / Page 12
Policy Change	Describes how to increase or decrease the specified amount or to change the death benefit options / Page 13
Policy Values	Describes the policy's value and how it is determined; Monthly deduction; Policy fee; Administrative Charge; Cost of insurance; Basis of policy values; Policy value credits; Receiving information about policy values / Page 14
Policy Surrender Provisions	Cash surrender value, Full and partial surrender rules / Page 17
Policy Loans	How to request a loan; Amount of loan; Interest rate; Loan repayment / Page 18
Payment of Policy Proceeds	Payment of death proceeds / page 19

Policy Data

<u>Insured</u>	<u>Issue Age</u>	<u>Risk Classification</u>
[John Doe]	[35]	[Male Standard Nontobacco]
Policy Number:	9090-01234567	Policy Date: [September 15, 2011]
Type of Policy:	Flexible Premium Adjustable Life RiverSource Foundations UL	Monthly Date: [15]
Minimum Specified Amount Allowed:	Policy Year 1: \$ 100,000 years 2 - 5: 75,000 years 6 - 10: 50,000 years 11 - 15: 25,000 thereafter: 1,000	Initial Specified Amount: [\$100,000]
		Initial Death Benefit Option: [Option 1]
		Life Insurance Qualification Test: [Cash Value Accumulation Test]

[MN State Insurance Department Telephone Number: 1-800-657-3602]

Premium Information

Initial Premium:	[\$35.99]	Scheduled Premium:	[\$440.00 per year payable annually]
No-lapse Guarantee premium:	[\$35.99 per month]	No-lapse Guarantee period:	[15 years]

Coverage will expire prior to death if no premiums are paid following payment of the initial premium, or subsequent premiums are insufficient to continue coverage. The payment of scheduled premiums or unscheduled premiums in any amount or frequency will not guarantee that the policy will remain In Force unless the premiums needed to keep the no-lapse guarantee in effect have been paid.

Interest and Loan Information

Guaranteed Interest Rate:	[2.5%] per year	Guaranteed Loan Interest Rate All Policy Years:	[4.5%] per year
Guaranteed Interest Rate Factor:	[1.0020598363]		

Fees and Deductions

Guaranteed Premium Expense Charge All Policy Years:	[3%]	Guaranteed Policy Fee All Policy Years:	[\$15.00] per month
Guaranteed Administrative Charge Policy Years 1-20:	[\$ 8.80] per month	Partial Surrender Fee:	[\$25 or 2%] of amount surrendered, whichever is less
Policy Years 20+:	[\$ 6.00] per month		

Table of Surrender Charges

<u>Policy Year</u>	<u>Beginning of Year</u>
1-5	\$ 1,994.00
6	1,977.38
7	1,777.98
8	1,578.58
9	1,379.18
10	1,179.78
11	980.38
12	780.98
13	581.58
14	382.18
15	182.78

This table applies to the initial Specified Amount for the first 15 years. After 5 years, surrender charges decrease on a monthly basis. Additional surrender charges will apply to each increase in Specified Amount for 15 years after the effective date of increase.

Policy Credit

Policy Value Credit Requirements

To receive any available credit one of the following conditions must be met:

1. the policy has been In Force for at least 10 years; or
2. the sum of the premiums paid, minus partial surrenders and partial surrender fees, minus outstanding Indebtedness equals or exceeds \$100,000.

Life Insurance Qualification Test: Cash Value Accumulation Test

Death Benefit Percentage Table

<u>Insured's Attained Age</u>	<u>Death Benefit Percentage</u>						
0	16.27	25	6.91	50	2.94	75	1.47
1	15.87	26	6.68	51	2.84	76	1.44
2	15.38	27	6.46	52	2.75	77	1.41
3	14.87	28	6.25	53	2.66	78	1.38
4	14.35	29	6.04	54	2.58	79	1.35
5	13.84	30	5.84	55	2.50	80	1.33
6	13.34	31	5.64	56	2.42	81	1.31
7	12.86	32	5.45	57	2.35	82	1.28
8	12.40	33	5.26	58	2.28	83	1.26
9	11.95	34	5.08	59	2.21	84	1.25
10	11.52	35	4.91	60	2.15	85	1.23
11	11.10	36	4.74	61	2.08	86	1.21
12	10.70	37	4.57	62	2.03	87	1.20
13	10.32	38	4.42	63	1.97	88	1.18
14	9.96	39	4.26	64	1.92	89	1.17
15	9.61	40	4.12	65	1.87	90	1.16
16	9.29	41	3.98	66	1.82	91	1.15
17	8.99	42	3.84	67	1.77	92	1.14
18	8.70	43	3.71	68	1.73	93	1.13
19	8.42	44	3.59	69	1.68	94	1.12
20	8.15	45	3.47	70	1.64	95	1.10
21	7.89	46	3.35	71	1.60	96	1.09
22	7.63	47	3.24	72	1.57	97	1.08
23	7.39	48	3.14	73	1.53	98	1.06
24	7.14	49	3.04	74	1.50	99	1.04
						100-119	1.01

Schedule of Benefits and Riders

	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Monthly Cost of Insurance</u>
Flexible Premium Adjustable Life	[September 15, 2011]	see policy form	see policy form

Waiver of Premium Rider for Total Disability	See Policy Data Supplemental Page for information on this rider		
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Overloan Protection Benefit*	[September 15, 2011]	see benefit form	not applicable
Minimum Age:	75		
Maximum Age:	95		
Minimum Policy Duration:	15 years		
Indebtedness Percentage:	95%		
Maximum Exercise Charge:	3%		

*When exercised, a one time charge will be assessed, not to exceed the Maximum Exercise Charge shown above.

CSO Mortality Tables

2001 Commissioner's Standard Ordinary (CSO) Mortality Table; Smoker or Nonsmoker; Male or Female; Age Nearest Birthday

Ages 17 and Under

2001 Commissioner's Standard Ordinary Mortality Table; Male or Female; Age Nearest Birthday.

Male Rate Table

**Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 for
Male Insureds with a Standard Non-Tobacco Risk Classification***

<u>Attained Age</u>	<u>Standard Non-Tobacco</u>						
0	\$0.0800	30	\$0.0850	60	\$0.7450	90	\$16.9075
1	0.0450	31	0.0825	61	0.8300	91	18.4150
2	0.0325	32	0.0825	62	0.9325	92	20.0150
3	0.0225	33	0.0850	63	1.0475	93	21.7325
4	0.0175	34	0.0875	64	1.1675	94	23.5850
5	0.0175	35	0.0900	65	1.2975	95	25.5725
6	0.0175	36	0.0950	66	1.4275	96	27.4300
7	0.0175	37	0.1000	67	1.5600	97	29.4575
8	0.0175	38	0.1075	68	1.7025	98	31.6725
9	0.0175	39	0.1125	69	1.8500	99	34.0975
10	0.0175	40	0.1200	70	2.0300	100	36.7700
11	0.0225	41	0.1300	71	2.2300	101	38.9500
12	0.0275	42	0.1425	72	2.4950	102	41.3350
13	0.0325	43	0.1575	73	2.7775	103	43.9450
14	0.0375	44	0.1750	74	3.0725	104	46.8125
15	0.0500	45	0.1925	75	3.3975	105	49.9250
16	0.0600	46	0.2125	76	3.7525	106	53.3625
17	0.0700	47	0.2325	77	4.1675	107	57.1725
18	0.0750	48	0.2425	78	4.6525	108	61.4175
19	0.0775	49	0.2575	79	5.2175	109	66.1725
20	0.0775	50	0.2750	80	5.8375	110	71.5275
21	0.0775	51	0.2975	81	6.5500	111	77.6150
22	0.0775	52	0.3300	82	7.2975	112	83.3325
23	0.0800	53	0.3625	83	8.1075	113	83.3325
24	0.0800	54	0.4050	84	9.0150	114	83.3325
25	0.0800	55	0.4575	85	10.0400	115	83.3325
26	0.0850	56	0.5125	86	11.1900	116	83.3325
27	0.0875	57	0.5700	87	12.4650	117	83.3325
28	0.0875	58	0.6200	88	13.8475	118	83.3325
29	0.0850	59	0.6775	89	15.3325	119	83.3325

Male Rate Table

Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 for Male Insureds with a Standard Tobacco Risk Classification*

<u>Attained Age</u>	<u>Standard Tobacco</u>						
		30	\$0.1500	60	\$1.3675	90	\$19.8800
		31	0.1500	61	1.5050	91	21.3775
		32	0.1500	62	1.6750	92	22.9325
		33	0.1550	63	1.8625	93	24.5700
		34	0.1600	64	2.0550	94	26.3000
		35	0.1650	65	2.2450	95	28.2550
		36	0.1750	66	2.4300	96	30.0200
		37	0.1850	67	2.6075	97	31.9175
		38	0.2000	68	2.7975	98	33.9650
		39	0.2125	69	2.9850	99	36.1825
		40	0.2300	70	3.2125	100	38.5875
		41	0.2525	71	3.4625	101	40.4550
		42	0.2775	72	3.8025	102	42.4650
		43	0.3075	73	4.1475	103	44.6300
		44	0.3425	74	4.4950	104	46.9650
		45	0.3800	75	4.9025	105	50.0725
		46	0.4150	76	5.3375	106	53.5050
		47	0.4550	77	5.8450	107	57.3150
18	\$0.0925	48	0.4775	78	6.4325	108	61.5525
19	0.1000	49	0.5025	79	7.1075	109	66.3050
20	0.1050	50	0.5375	80	7.8325	110	71.6575
21	0.1100	51	0.5800	81	8.6525	111	77.7400
22	0.1150	52	0.6400	82	9.4875	112	83.3325
23	0.1200	53	0.7050	83	10.3725	113	83.3325
24	0.1275	54	0.7900	84	11.3425	114	83.3325
25	0.1350	55	0.8825	85	12.4975	115	83.3325
26	0.1425	56	0.9800	86	13.7800	116	83.3325
27	0.1500	57	1.0800	87	15.1775	117	83.3325
28	0.1500	58	1.1600	88	16.6725	118	83.3325
29	0.1500	59	1.2550	89	18.2450	119	83.3325

*For Insureds with a super preferred or preferred risk classification, the corresponding standard non-tobacco or standard tobacco guaranteed maximum monthly cost of insurance rates will apply.

*For Insureds with other than a super preferred, preferred or standard risk classification, the guaranteed monthly cost of insurance rates are calculated by multiplying the monthly rates by the Substandard Class Risk Factor shown under Policy Data.

You may apply for a change in risk classification for Insureds who are at least Attained Insurance Age 18, and no more than Attained Insurance Age 119, subject to Our underwriting rules and requirements at the time the change is requested.

There are no cost of insurance charges on or after Attained Insurance Age 120.

Payment of Policy Proceeds Option Tables

Option A Interest

Option A Interest Rate: 1%

Interest in excess of the Option A Interest Rate may be applied by Us. Excess interest will be determined by Us based on Our future investment earnings.

Option B Table

<u>Number of Years</u>	<u>Monthly Payment/\$1000</u>
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

Option C Table

M = Male F = Female

**Life Income per \$1,000 with
Payments Guaranteed for**

<u>Age Payee</u>	<u>Settlement Beginning In Year</u>	<u>5 Years</u>		<u>10 Years</u>		<u>15 Years</u>	
		<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>
65	2015	4.54	4.10	4.46	4.06	4.31	3.99
	2025	4.39	3.97	4.32	3.94	4.19	3.88
	2035	4.25	3.86	4.19	3.84	4.08	3.79
75	2015	6.41	5.77	5.99	5.53	5.39	5.14
	2025	6.13	5.52	5.78	5.33	5.27	5.01
	2035	5.88	5.30	5.59	5.15	5.16	4.88
85	2015	9.63	9.02	7.85	7.61	6.22	6.16
	2025	9.20	8.56	7.68	7.40	6.18	6.10
	2035	8.81	8.16	7.50	7.20	6.14	6.05

The table above is based on the "2000 Individual Annuitant Mortality Table A" at 2.00% with 100% Projection Scale G. Settlement rates for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the table above. We will furnish such rates upon request.

Policy Data Supplemental Page

Waiver of Premium Rider for Total Disability

Effective Date: September 15, 2011
 Expiration Date: see rider form
 Specified Premium: \$1,000.00

**Waiver of Premium Rider for Total Disability
Annual Cost of Insurance Rates**

The monthly deduction for the cost of this rider is equal to $\frac{A \times B}{12}$

A is the WP Rate from the table below, based on the then Attained Insurance Age of the Insured; and

B is the greater of 1 or 2 where:

1. is the specified premium shown above; and
2. is the monthly deduction for the policy and any additional riders, except this rider, attached to the policy.

Waiver of Premium Rate*

<u>Attained Insurance Age of Insured</u>	<u>Standard Non- tobacco</u>	<u>Standard Tobacco</u>	<u>Attained Insurance Age of Insured</u>	<u>Standard Non- tobacco</u>	<u>Standard Tobacco</u>
20	\$0.03206	\$0.03928	45	\$0.05452	\$0.06835
21	0.03212	0.03936	46	0.05786	0.07276
22	0.03218	0.03943	47	0.06199	0.07822
23	0.03223	0.03950	48	0.06650	0.08418
24	0.03229	0.03958	49	0.07150	0.09078
25	0.03241	0.03973	50	0.07814	0.09935
26	0.03295	0.04049	51	0.08698	0.11091
27	0.03353	0.04129	52	0.09696	0.12393
28	0.03412	0.04212	53	0.10836	0.13867
29	0.03480	0.04306	54	0.12163	0.15571
30	0.03479	0.04300	55	0.13471	0.17218
31	0.03560	0.04409	56	0.15555	0.19873
32	0.03656	0.04536	57	0.17924	0.22876
33	0.03762	0.04675	58	0.20306	0.25845
34	0.03868	0.04818	59	0.22913	0.29056
35	0.04009	0.04962	60	0.10536	0.14176
36	0.04127	0.05118	61	0.10333	0.13937
37	0.04257	0.05288	62	0.10129	0.13697
38	0.04397	0.05474	63	0.09876	0.13407
39	0.04544	0.05669	64	0.09602	0.13098
40	0.04649	0.05796			
41	0.04803	0.06000			
42	0.04947	0.06196			
43	0.05095	0.06397			
44	0.05272	0.06636			

* For Insureds with a super preferred, preferred, or standard nontobacco risk classification, the above standard nontobacco rates will apply. For Insureds with a preferred or standard tobacco risk classification, the above standard tobacco rates will apply. For Insureds with other than a super preferred, preferred, or standard risk classification, the waiver of premium rate will be adjusted by multiplying the above monthly rates by the appropriate risk factor shown above.

DEFINITIONS

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

Age Anniversary

An Age Anniversary is the Policy Anniversary on which the Insured becomes a certain Attained Insurance Age.

Attained Insurance Age

The Insured's Insurance Age plus the number of Policy Anniversaries since the Policy Date. Attained Insurance Age changes only on a Policy Anniversary.

Cash Surrender Value

The policy Proceeds if the policy is surrendered in full. It is the policy value minus any Indebtedness, minus surrender charges shown under Policy Data.

Indebtedness

All existing loans on this policy plus policy loan interest which has either been accrued or added to the policy loan.

In Force

The Insured's life remains insured under the terms of this policy.

Insurance Age

The Insurance Age of the Insured on the Policy Date is the issue age shown under Policy Data. It is the age We determine from the date of birth listed on the application, and is the age on the birthday nearest to the application date.

Insured

The person whose life is insured by this policy.

Monthly Date

It is the same day each month as the Policy Date. If there is no Monthly Date in a calendar month, the Monthly Date will be the first day of the next calendar month.

Net Premium

The portion of a premium paid that is credited to the policy as described in the Policy Values section. It is the premium paid minus the premium expense charge. We reserve the right to change the current premium expense charge based on Our expectations of future investment earnings, persistency, expenses, and/or federal and state tax assumptions. However, it will never exceed the guaranteed premium expense charge shown under Policy Data.

Policy Anniversary

The same day and month as the Policy Date each year that the policy remains In Force.

Policy Date

It is the date from which Policy Anniversaries, policy years and policy months are determined. Your Policy Date is shown under Policy Data.

Proceeds

Proceeds means the amount payable by this policy as follows:

1. upon death of the Insured, Proceeds will be the death benefit minus any Indebtedness, as of the date of the Insured's death;
2. upon surrender of the policy, the Proceeds will be the Cash Surrender Value.

Specified Amount

An amount used to determine the death benefit and the Proceeds payable upon death of the Insured. The initial Specified Amount is shown under Policy Data.

Terminate

This policy will no longer be In Force. All insurance coverage under this policy has stopped.

We, Our, Us

RiverSource Life Insurance Company

Written Request

A request in writing signed by You, and acceptable to Us.

You, Your

The owner of this policy. The owner may be someone other than the Insured. The owner is shown in the application unless the owner has been changed as provided in this policy.

THE INSURANCE CONTRACT

Entire Contract

The entire contract between You and Us is as stated in this policy, Your attached application, and any attached supplemental applications, endorsements and riders.

No one except one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary) can change or waive any of Our rights or requirements under this policy. That person must do so in writing. None of Our representatives or other persons has the authority to change or waive any of Our rights or requirements under this policy.

In issuing this policy, We have relied upon the application. The statements made in the application are considered, in the absence of fraud, representations and not warranties. No statements made in connection with the application will be used by Us to void the policy or to deny a claim unless that statement is part of the application.

After the Policy Date, applications for an increase of the Specified Amount will be attached to and made a part of this policy and will form part of the entire contract.

Any statement concerning tobacco status will be attached to and made a part of this policy and will form part of the entire contract.

Any reference in an attached rider which relates to a smoker risk classification will now mean a tobacco risk classification. A nonsmoker risk classification will now mean a nontobacco risk classification.

Policy Incontestability

After this policy has been In Force during the Insured's lifetime for two years from the Policy Date, We cannot contest the policy except for nonpayment of premiums.

While this policy is contestable, We, on the basis of a misstatement or misrepresentation made in the application, may rescind or reform this policy and We may deny a claim.

Any increase in Specified Amount which requires proof of insurability will be incontestable only after such amount has been In Force during the Insured's lifetime for two years from the effective date of such amount.

If within two years from the effective date of the Insured's reclassification as nontobacco We find that the Insured's tobacco status has been misstated, the Proceeds payable upon death will be:

1. the policy value on the date of death; plus
2. the amount of insurance that the cost of insurance on the Insured, which was deducted from the policy value for the policy month during which such death occurred, would have purchased using the cost of insurance rates for the correct tobacco status; minus
3. any Indebtedness on the date of death.

Suicide Exclusion

Suicide by the Insured, whether sane or insane, within two years from the Policy Date is not covered by this policy. In this event the only amount payable by Us to the beneficiary will be the premiums which You have paid, minus any Indebtedness and partial surrenders.

If the Insured commits suicide whether sane or insane within two years from the effective date of:

1. any increase in Specified Amount which requires proof of insurability; or
2. any rider attached to this policy;

then the amount payable by Us with respect to the increased coverage or rider will be limited to the monthly deductions for such additional Specified Amount or rider.

Misstatement of Insured's Age or Sex

If the Insured's age or sex has been misstated, the Proceeds payable upon death will be:

1. the policy value on the date of death; plus
2. the amount of insurance that the cost of the insurance on the Insured, which was deducted from the policy value for the policy month during which such death occurred, would have purchased had the cost of the insurance been calculated using the cost of insurance rates for the correct age and sex; minus
3. any Indebtedness on the date of death.

Policy Termination

This policy will Terminate on the earliest of the following:

1. the date You request, by Written Request or other requests acceptable to Us, that coverage ends; or
2. the date You surrender the policy in full; or
3. the end of the grace period; or
4. the date of death of the Insured.

Tax Treatment of this Policy

This policy is intended to qualify for treatment as a life insurance policy under Sections 72, 101, 7702, and other relevant sections of the Internal Revenue Code as they now exist or may later be amended. We reserve the right to endorse this policy to comply with:

1. future changes in the Internal Revenue Code;
2. any regulations or rulings issued under the Internal Revenue Code; and
3. any other requirements imposed by the Internal Revenue Service;

with respect to remaining qualified for treatment as a life insurance policy under these Internal Revenue Code sections.

If endorsed, We will provide the owner with a copy of any such endorsement.

We reserve the right to decline any change that would cause this policy to lose its ability to be tested for federal income tax purposes under the CSO mortality tables shown under Policy Data.

OWNER AND BENEFICIARY

Your Rights as Owner of this Policy

As long as the Insured is living and unless otherwise provided in this policy, You may exercise all rights and privileges provided in this policy or allowed by Us.

Successor Owner

A successor owner becomes the new owner of this policy if You die during the lifetime of the Insured. If no successor owner is living at the time of Your death, ownership will pass to Your estate. The successor owner, if any, is shown in the application unless changed as provided below.

Changing Ownership of this Policy

You can change the ownership of this policy by Written Request on a form satisfactory to Us. A successor owner may also be changed in this same way. The change must be made while the Insured is living. Unless otherwise specified by You, once the change is received by Us, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before receipt of the change.

Proceeds Paid on the Insured's Death

We will pay the Proceeds to the beneficiary or beneficiaries which You have named in the application unless You have since changed the beneficiary as provided below. If the beneficiary has been changed, We will pay the Proceeds in accordance with Your last change of beneficiary request.

Only those beneficiaries who are living at the Insured's death may share in the Proceeds. If no beneficiary survives the Insured, We will pay the Proceeds to You, if living; otherwise, to Your estate.

Change of Beneficiary

You may change the beneficiary anytime while the Insured is living by Written Request on a form satisfactory to Us. Unless otherwise specified by You, once the change is received by Us, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before receipt of the change.

Assigning this Policy as Collateral

While the Insured is living, You can assign this policy or any interest in it by Written Request on a form satisfactory to Us. Your interest and the interest of any beneficiary is subject to the interest of the assignee. An assignment is not a change of ownership and an assignee is not an owner as these terms are used in this policy. Any policy Proceeds payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Us. Any assignment, unless otherwise specified by You, shall take effect as of the date the notice was signed, subject to any action taken or payment made by Us before receipt of the assignment. We are not responsible for the validity of any assignment.

PREMIUMS

Premium Payments

There are three types of premium payments that apply to this policy:

1. the initial premium;
2. scheduled premiums; and
3. unscheduled premiums.

Premiums must be paid or mailed to Us at Our home office or to an authorized agent. We will give You a receipt if You request one. A check or draft given for all or part of a premium, unless paid upon its presentation to the bank or person drawn on, shall not be considered payment.

We reserve the right to require evidence of insurability or limit the amount of any premium payment that would result in more than a dollar for dollar increase in the death benefit.

Initial Premium

The initial premium is the premium due on or before the Policy Date. The initial premium payment must be received by Us before the policy can become effective, and no insurance will take effect until this amount is paid.

Scheduled Premium

The scheduled premium is the premium shown under Policy Data. It is payable at the stated interval which You selected in the application. However, no scheduled premium may be paid on or after the Insured's Attained Insurance Age 120 Anniversary except amounts required to keep the policy In Force under the grace period provision.

The scheduled premium will serve only as an indication of Your preference as to probable future amount and frequency of payments. You may change the amount or frequency at any time by Written Request or other requests acceptable to Us. We reserve the right to limit the amount of any increase in scheduled premium if there is Indebtedness on this policy.

Scheduled premiums may be paid annually, semi-annually, or quarterly. Payment at any other interval must be approved by Us. Any scheduled premium payment must be at least \$25.

Unscheduled Premium Payments

You can make additional premium payments of at least \$25 at any time prior to the Insured's Attained Insurance Age 120 Anniversary. After that, We will only accept amounts required to keep the policy In Force under the grace period provision. We reserve the right to limit the number and amount of unscheduled premium payments if there is Indebtedness on this policy.

Restrictions of Premium Payments

This policy is intended to qualify for treatment as a life insurance policy under Sections 72, 101, 7702, and other relevant sections of the Internal Revenue Code as they now exist or may later be amended.

We reserve the right to refuse premiums and return them with interest, unless the premium is necessary to continue coverage, if such premiums would disqualify this policy from:

1. treatment as a life insurance policy under Internal Revenue Code Sections 72, 101, and 7702; or
2. favorable tax treatment under Internal Revenue Code Sections 72 and 101.

Grace Period

If on a Monthly Date the Cash Surrender Value is less than the monthly deduction for the policy month following such Monthly Date, and the no-lapse guarantee is not in effect, a grace period of 61 days will begin.

The grace period will give You time to make a premium payment or loan repayment sufficient to continue Your coverage. At least 30 days prior to Termination, We will mail to Your last known address, and to any assignee of record, a notice as to the payment needed.

If the policy is within the no-lapse guarantee period, and the no-lapse guarantee is no longer in effect but it can be reinstated, the premium payment or loan repayment needed will be the lesser of:

1. an amount equal to any overdue monthly deductions, plus the next three monthly deductions; or
2. the amount needed to keep the no-lapse guarantee in effect for three months after the end of the grace period.

If the policy is beyond the no-lapse guarantee period, the premium payment or loan repayment needed will be an amount equal to any overdue monthly deductions plus the next three monthly deductions.

If the premium payment or loan repayment is not paid within the grace period, all coverage under this policy will Terminate without value at the end of the 61 day grace period. This type of Termination is known as lapse. The end of the grace period is the date of lapse.

Any payment sent by U.S. mail must be postmarked within the grace period to keep the policy In Force.

If the Insured's death occurs during the grace period and benefits become payable under the policy, the lesser of:

1. any overdue monthly deductions; or
2. the premium required to keep the no-lapse guarantee in effect;

will be deducted from the Proceeds.

If the no-lapse guarantee is in effect as described in the next provision, the policy will not enter the grace period.

No-Lapse Guarantee

The no-lapse guarantee provides that during the no-lapse guarantee period shown under Policy Data, this policy will not Terminate even if the Cash Surrender Value is insufficient to pay the monthly deduction on a Monthly Date. Sufficient premium as described below must be paid to keep the no-lapse guarantee in effect.

The no-lapse guarantee will remain in effect if, on each Monthly Date:

(a) equals or exceeds (b)

where:

- (a) is the sum of all premiums paid, minus any partial surrenders and partial surrender fees, and minus any Indebtedness; and
- (b) is the no-lapse guarantee premium, shown under Policy Data, times the number of months since the Policy Date, including the current month.

To keep the no-lapse guarantee in effect, premiums may be paid at any interval as long as the sum of premiums paid at all times is at least equal to the total required no-lapse guarantee premiums.

While this policy is kept In Force by the no-lapse guarantee, any monthly deduction amounts that exceed the policy value, minus any Indebtedness, will be waived.

If on a Monthly Date sufficient premiums have not been paid to maintain the no-lapse guarantee, the no-lapse guarantee provision will no longer be in effect. Therefore, Your policy will enter the grace period if the Cash Surrender Value is insufficient to pay the monthly deduction on a Monthly Date.

The no-lapse guarantee, however, can be reinstated within two years from the date it was last in effect. The amount needed to reinstate the no-lapse guarantee is an amount equal to:

(a) + (b) + (c) - (d)

where:

- (a) is the sum of required premiums for the no-lapse guarantee to the date of reinstatement assuming a no-lapse guarantee was always in effect since the Policy Date;
- (b) is any partial surrenders and partial surrender fees that have been taken to the date of reinstatement;
- (c) is any Indebtedness on the date of reinstatement;
- (d) is the total of all premiums paid to the date of reinstatement.

The no-lapse guarantee premium will change if:

1. the Specified Amount is increased or decreased;
2. the death benefit option is changed; or
3. riders are added, changed or terminated.

The new no-lapse guarantee premium will apply from the date of the change.

Although Your policy will remain In Force, if You pay only the premium needed to keep the no-lapse guarantee in effect, You may be foregoing the advantage of building up policy value.

If the no-lapse guarantee terminates before the end of the no-lapse guarantee period, the Cash Surrender Value may not be sufficient to keep this policy In Force without payment of an additional premium.

At the end of the no-lapse guarantee period, the Cash Surrender Value may not be sufficient to keep this policy In Force without payment of additional premium. The premium required to keep this policy In Force may be higher than the premiums required for the no-lapse guarantee.

Reinstatement

This policy may be reinstated within three years after the end of the grace period, unless it was surrendered for cash. To do this, We will require all of the following:

1. your Written Request on a form satisfactory to Us to reinstate the policy;
2. evidence of insurability of the Insured satisfactory to Us;
3. payment of the required reinstatement premium or loan repayment amount;
4. payment or reinstatement of any Indebtedness.

The required repayment amount to reinstate the policy is an amount equal to:

$$(a) + (b) + (c) + (d) - (e) - (f)$$

where:

- (a) is the surrender charge which will be reinstated;
- (b) is an amount equal to the monthly deductions not taken during the grace period;
- (c) is an amount equal to the next three monthly deductions that will be taken after reinstatement;
- (d) is any Indebtedness on the policy at the end of the grace period;
- (e) is any Indebtedness repaid on the date of the reinstatement; and
- (f) is the policy value as of the last day of the grace period. The effective date of a reinstated policy will be the Monthly Date on or next following the date We approve the application for reinstatement.

The policy value on the date of reinstatement will be equal to:

1. the policy value as of the last day of the grace period; plus
2. the required reinstatement premium; minus
3. the monthly deductions not collected during the 61 day grace period.

Surrender charges will return to what they would be if the policy had not lapsed. Any Indebtedness on the policy at the end of the grace period will be reinstated unless it is repaid prior to the reinstatement.

The two year incontestability period will start over from the effective date of reinstatement to contest the truth of statements or representations in the reinstatement application.

DEATH BENEFITS

Death Benefit Prior to or on Insured's Attained Insurance Age 120 Anniversary

The death benefit upon death of the Insured prior to or on the Insured's Attained Insurance Age 120 Anniversary will be the greater of:

1. the amount based on the death benefit option in effect as of the date of the Insured's death; and
2. the policy value multiplied by the death benefit percentage found in the death benefit percentage table shown under Policy Data.

Death Benefit Options

The initial death benefit option is shown under Policy Data. While this policy is In Force, You may change the option as explained in the Policy Change section, or as limited by any attached riders or endorsements.

Option 1

The amount under this option will be the Specified Amount.

Option 2

The amount under this option will be the Specified Amount plus the policy value of this policy.

The initial Specified Amount is shown under Policy Data. Such amount may be changed as explained in the Policy Change section.

Death Benefit After the Insured's Attained Insurance Age 120 Anniversary

The death benefit upon death of the Insured after the Insured's Attained Insurance Age 120 Anniversary will be the greater of:

1. the death benefit on the Insured's Attained Insurance Age 120 Anniversary, minus any partial surrenders and partial surrender fees occurring after the Insured's Attained Insurance Age 120 Anniversary; and
2. the policy value on the date of death.

Proceeds Payable at Insured's Death

The Proceeds payable upon death will be:

1. the death benefit provided by this policy; minus
2. the amount required to continue coverage to the date of death without the policy entering the grace period (if death occurs during the grace period); minus
3. any Indebtedness as of the date of death.

Life Insurance Qualification Test

The life insurance qualification test is used to determine if a policy will qualify as life insurance under applicable tax laws. The life insurance qualification test and death benefit percentage table for this test is shown under Policy Data. The test may not be changed after the Policy Date.

Disclosure

Under current federal tax law in effect as of the Policy Date, keeping the policy In Force on or after the Insured's Attained Insurance Age 100 Anniversary raises certain tax issues to which there are currently no clear answers. They include, but are not limited to, the following:

1. the policy may no longer qualify as life insurance for federal income tax purposes; and
2. if the Internal Revenue Service takes the position that the policy does not qualify for life insurance for federal income tax purposes on or after the Insured's Attained Insurance Age 100 Anniversary, You could be taxed on any gain in the policy on or after the Insured's Attained Insurance Age 100 Anniversary.

We strongly urge You to consult with Your own tax adviser about the income tax consequences on or after the Insured's Attained Insurance Age 100 Anniversary. We accept no responsibility for any tax consequences incurred on or after the Insured's Attained Insurance Age 100 Anniversary.

POLICY CHANGE

Request to Change Benefits

While this policy is In Force, You may request to decrease or increase the Specified Amount. You may also request certain changes to the death benefit option. Such changes are subject to the rules below.

Rules for Changing the Specified Amount

You may change the Specified Amount once per year by Written Request. Decreases may only be made after the first policy year. The rules are as follows:

Decreases of the Specified Amount

1. any decrease will be effective on the Monthly Date on or next following Our receipt of Your Written Request. Any such decrease will be applied in the following order:
 - (a) against the initial Specified Amount shown under Policy Data; then
 - (b) against the increases successively following the initial Specified Amount
2. the Specified Amount that remains In Force after a requested decrease may not be less than the minimum Specified Amount allowed as shown under Policy Data.
3. we reserve the right to decline to make any Specified Amount decrease that We determine would cause this policy to fail to qualify as life insurance under applicable tax laws.

Increases of the Specified Amount

The following rules apply to any increase in Specified Amount other than that resulting solely from a change in death benefit option:

1. You must apply for an increase by Written Request on a form satisfactory to Us prior to the Insured's Attained Insurance Age 86 Anniversary.
2. You must furnish satisfactory evidence of insurability of the Insured.

3. any increase will be subject to Our issue rules and limits at the time of increase.
4. the minimum increase in the Specified Amount is \$10,000.
5. any increase will be effective on the Monthly Date on or next following the date Your application is approved.
6. an additional administrative charge will apply to the amount of any increase in the Specified Amount.
7. a new schedule of surrender charges will apply to the amount of any increase in the Specified Amount.

Changes to the Death Benefit Option

Prior to the Insured's Attained Insurance Age 120 Anniversary, You may change the death benefit option once per year by Written Request. The change in option will be effective on the Monthly Date on or next following the date We approve Your request.

If the death benefit option is 2, it may be changed to option 1. The new Specified Amount will be the option 2 death benefit as of the effective date of change.

If the death benefit option is 1, it may be changed to option 2. The new Specified Amount will be the option 1 death benefit minus the policy value as of the effective date of change.

The death benefit after a change may not be less than the minimum Specified Amount allowed as shown under Policy Data.

We reserve the right to decline to make any death benefit option change that We determine would cause this policy to fail to qualify as life insurance under applicable tax laws.

POLICY VALUES

Policy Value

The policy value is the dollar value of the policy at a point in time.

On the Policy Date

The policy value is equal to the initial Net Premium minus the monthly deductions for the first policy month.

On any subsequent Monthly Date

The policy value will be calculated as:

$$(a) + (b) + (c) + (d) + (e) - (f) - (g) - (h)$$

where:

- (a) is the policy value on the preceding Monthly Date;
- (b) is one month's interest on (a);
- (c) is the Net Premiums received since the preceding Monthly Date;
- (d) is interest on (c), from the date the Net Premium is received in Our home office and becomes available to Us for use, to the Monthly Date;
- (e) is any applicable policy value credit;
- (f) is the amount of partial surrenders and partial surrender fees taken since the preceding Monthly Date;
- (g) is the interest on (f) from the effective date of the partial surrender to the Monthly Date; and
- (h) is the monthly deduction for the month following the Monthly Date.

On any day other than the Monthly Date

The policy value will be calculated as:

$$(a) + (b) + (c) + (d) - (e) - (f)$$

where:

- (a) is the policy value on the preceding Monthly Date;
- (b) is the interest on (a) for the time elapsed since the Monthly Date;
- (c) are the Net Premiums received since the preceding Monthly Date;
- (d) is the interest on (c), for the time elapsed since the date the Net Premium, which was received in Our home office, became available to Us for use;
- (e) is the amount of partial surrenders and partial surrender fees taken since the preceding Monthly Date; and
- (f) is the interest on (e) for the time elapsed since the effective date of the partial surrender.

Monthly Deduction

A monthly deduction is made on each Monthly Date prior to the Insured's Attained Insurance Age 120 Anniversary for the cost of insurance, policy fee, administrative charge, and the cost of any riders for the policy month following such Monthly Date.

The monthly deduction for a policy month will be calculated as:

$$(a) + (b) + (c) + (d)$$

where:

- (a) is the policy fee;
- (b) is the administrative charge;
- (c) is the cost of insurance for the policy month; and
- (d) is the cost of any policy riders for the policy month.

Policy Fee

There is a monthly policy fee deducted each month prior to the Insured's Attained Insurance Age 120 Anniversary. We reserve the right to change the policy fee based on Our expectations of future investment earnings, persistency, expenses, and/or federal and state tax assumptions. However, it will never exceed the guaranteed policy fee shown under Policy Data.

Administrative Charge

There is a monthly administrative charge deducted each month prior to the Insured's Attained Insurance Age 120 Anniversary. We reserve the right to change the administrative charge based on Our expectations of future investment earnings, persistency, expenses, and/or federal and state tax assumptions. However, it will never exceed the guaranteed administrative charge shown under Policy Data.

Cost of Insurance

The cost of insurance for the policy month is calculated as:

$$\frac{(a + d) \times (b - c)}{1000}$$

where:

- (a) is the monthly cost of insurance rate described below;
- (b) is the death benefit divided by the Guaranteed Interest Rate Factor shown under Policy Data;
- (c) is the policy value at the beginning of the policy month. At this point, the policy value has been reduced by the monthly deduction except for the part of the monthly deduction that pays for the cost of insurance; and
- (d) is the flat extra rate, shown under Policy Data.

If there have been increases in the Specified Amount, the policy value is allocated on a pro rata basis to the initial Specified Amount and each subsequent increase.

See the Decreases of the Specified Amount provision of the POLICY CHANGE section for how decreases impact the initial Specified Amount and each subsequent increase.

Cost of Insurance Rate

The cost of insurance rate used in the cost of insurance calculation is based on the sex, Insurance Age, years since issue, and risk classification of the Insured.

The cost of insurance rate used in the cost of insurance calculation for any increase in Specified Amount is based on the sex, Attained Insurance Age at the time of increase, years since increase, and risk classification of the Insured at the time of increase.

We may change cost of insurance rates from time to time. Any change in the cost of insurance rate will apply to all individuals of the same risk classification as the Insured. Cost of insurance rates will be determined by Us based on Our expectations of mortality, reinsurance costs, future investment earnings, persistency, expenses, and/or federal and state tax assumptions.

The cost of insurance rates will not exceed the guaranteed Maximum Monthly Cost of Insurance Rates shown under Policy Data and are based on the CSO Mortality Tables shown under Policy Data.

Interest Rate Used to Determine the Policy Value

The interest rate applied in the calculation of policy values is the guaranteed interest rate shown under Policy Data. Interest in excess of the guaranteed rate may be applied in the calculation of policy values. Any change in excess interest rates will be determined by Us based on Our expectations as to future investment earnings.

Interest in excess of the guaranteed interest rate shown under Policy Data will not be applied to the portion of the policy value which equals any Indebtedness due Us. Interest in excess of the guaranteed interest rate is nonforfeitable, except indirectly due to any applicable surrender charge.

Basis Used for Policy Values

We provide Cash Surrender Values that are at least equal to those required by Section 6A of the NAIC Universal Life Insurance Regulation, model #585.

Policy Value Credits

We may periodically apply a policy value credit to Your policy value. The requirements that must be met to receive any policy value credit are shown under Policy Data.

The amount of the policy value credit is determined by multiplying the policy value credit percentage times the policy value minus any Indebtedness at the time the calculation is made.

We reserve the right to calculate and apply any policy value credit annually, quarterly or monthly.

Any policy value credit is nonforfeitable, except indirectly due to any applicable surrender charge.

We reserve the right to change the policy value credit percentage based on Our expectations of future investment earnings, persistency, expenses, and/or federal and state tax assumptions. However, it will never be less than zero.

Receiving Information About the Values of this Policy

At least once a year, without charge, We will send to Your last known address a report that shows:

1. the policy value at the end of the previous and current report periods;
2. the current death benefit;
3. the premiums paid;
4. the interest credited by Us;
5. all charges since the last report;
6. Indebtedness on this policy; and
7. the current Cash Surrender Value.

At any time and without charge, We will provide a projection of future death benefits and policy values upon Written Request by You.

POLICY SURRENDER PROVISIONS

Policy Surrender

You may surrender this policy for its Cash Surrender Value at any time by Written Request, or other requests acceptable to Us. Upon surrender for the full Cash Surrender Value, this policy will Terminate.

The Cash Surrender Value of this policy is:

1. the policy value at the time of surrender; minus
2. any Indebtedness on this policy; minus
3. any applicable surrender charges shown under Policy Data.

The Cash Surrender Value in any policy month beginning on a Policy Anniversary will not be less than it was on the Policy Anniversary after the monthly deduction then due, assuming there are no partial surrenders, loan interest, or other policy changes during that time.

For any surrender request, We reserve the right to postpone the payment for up to six months. If We postpone payment more than 30 days, We will also pay You interest. The interest paid will be at the guaranteed interest rate shown under Policy Data, based on the amount surrendered for the period We postpone the payment.

Partial Surrender

Subject to the rules below, You may partially surrender this policy by Written Request, or other requests acceptable to Us for an amount less than the Cash Surrender Value. A partial surrender fee will be applied as shown under Policy Data.

If death benefit option 1 is in effect, both the Specified Amount and the policy value will be reduced by the amount of the partial surrender and partial surrender fee. If death benefit option 2 is in effect, the policy value will be reduced by the amount of the partial surrender and partial surrender fee.

Various provisions of this policy may be affected by partial surrenders, including the no-lapse guarantee as described in the Premium section.

Rules for a Partial Surrender

The following rules shall apply to any partial surrender:

1. partial surrenders may not be made in the first policy year;
2. the minimum amount that may be surrendered is \$500;
3. the policy value, minus any Indebtedness, that remains must be at least the greater of \$250, or the remaining full surrender charges;
4. partial surrenders may not be made if the Specified Amount that remains In Force is less than the minimum Specified Amount allowed as shown under Policy Data.

We reserve the right to decline a request for a partial surrender that We determine would cause this policy to fail to qualify as life insurance under applicable tax laws.

POLICY LOANS

Borrowing Money on this Policy

By Written Request or other requests acceptable to Us, You may obtain a loan from Us whenever this policy has a Cash Surrender Value. This policy is the only security required for Your loan. A loan must be for at least \$500. We will pay interest on the policy value loaned at the guaranteed interest rate shown under Policy Data.

We will process Your loan request as soon as possible. We reserve the right to postpone Your loan for not more than six months unless the loan is used to pay premiums on any policies You have with Us.

Various provisions of this policy may be affected by loans, including the no-lapse guarantee as described in the Premiums section.

Maximum Loan Value of this Policy

You can borrow an amount up to the available loan value. The maximum loan value is the policy value minus surrender charges, minus any existing Indebtedness. We calculate the policy value as of the date of the loan. In determining the maximum loan value, We reserve the right to subtract monthly deductions and loan interest for three months.

Interest Rate for a Policy Loan

The loan interest rate is shown under Policy Data. Interest is charged daily and payable at the end of the policy year. If interest is not paid when it is due, it will be added to Your Indebtedness and charged the same interest rate as Your loan.

Any change in the loan interest rate will apply to all policies of the same class and duration. The loan interest rate will be based on Our expectations of future investment earnings, persistency expenses, and/or federal and state tax assumptions.

Loan Repayment

Your loan can be repaid in full or in part at any time before the Insured's death and while this policy is In Force. A loan that exists at the end of the grace period may not be repaid unless this policy is reinstated.

Repayments should be clearly marked as "loan repayments"; otherwise, they will be credited to this policy as premiums. Loan repayments must be in amounts of at least \$25.

Failure to Repay a Loan

Failure to repay a loan or to pay loan interest will not Terminate this policy unless the Cash Surrender Value is insufficient to cover the monthly deduction as provided in the Grace Period provision. This would happen if Indebtedness exceeded the policy value minus surrender charges.

PAYMENT OF POLICY PROCEEDS UPON DEATH OF INSURED

Payment of Proceeds

The Proceeds will be paid in a single sum unless a payment option has been selected. The date on which the Proceeds are paid in a lump sum or first placed under a payment option is the settlement date. The Proceeds will be paid upon receipt of the following:

1. due proof of death; and
2. information sufficient to determine Our liability and the appropriate payee legally entitled to the Proceeds; and
3. if Proceeds depend on the action of parties other than Us, the date that legal impediments to payment are resolved and sufficient evidence is provided to Us.

Proceeds shall accrue interest at the Option A interest rate, shown in Policy Data under the Payment of Policy Proceeds Option Tables, from the date of death to the settlement date, or as required by the state in which this policy is delivered.

Payment Options Other Than a Single Sum

During the Insured's lifetime, You may request in writing that We pay the Proceeds under one or more of the payment options shown below or change a prior election. You may elect other payment options not shown if We agree.

However, unless We agree otherwise, a payment option may be selected only if the payments are to be made to a natural person in that person's own right. Also, the amount of Proceeds placed under a payment option must be at least \$5,000.

Option A - Interest Payments

Payment of interest on the Proceeds placed under this option at the Option A interest rate, shown in Policy Data under the Payment of Policy Proceeds Option Tables, per year compounded annually. We will make regular interest payments at intervals and for a period that is agreeable to both You and Us. At the end of any payment interval, a withdrawal of Proceeds may be made in amounts of at least \$100. At any time, all of the Proceeds that remain may be withdrawn or placed under a different payment option approved by Us.

Option B - Payments for a Specified Period

Monthly payments for a specified number of years. The amount of each monthly payment for each \$1,000 placed under this option is shown in the Option B Table in Policy Data under the Payment of Policy Proceeds Option Tables. Monthly payments for years not shown will be furnished upon request.

Option C - Lifetime Income

Monthly payments for the life of the person (the payee) who is to receive the income. Payments will be guaranteed for either 5, 10, or 15 years. The amount of each monthly payment for each \$1,000 placed under this option will be based on Our Table of Settlement rates in effect at the time of the first payment. The amounts will not be less than those in the Option C Table, shown in Policy Data under the Payment of Policy Proceeds Option Tables, for the sex and age of the payee on the due date of the first payment. Monthly income amounts for any age not shown in the Option C Table will be furnished upon request.

Beneficiary Request of Payment Option

After the Insured's death but before any Proceeds are paid, the beneficiary may select a payment option by Written Request on a form satisfactory to Us.

However, You may provide that the beneficiary will not be permitted to change the payment option You have selected.

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

- Policy continues until death, surrender, or lapse.
- Death benefit payable at Insured's death.
- Flexible premiums payable as provided herein. Benefits, values and periods of coverage are based on actual premiums paid, interest credited and charges. Interest rates and charges are subject to change by Us described herein.
- This policy is nonparticipating. Dividends are not payable.

RiverSource Life Insurance Company

70100 Ameriprise Financial Center
Minneapolis, MN 55474

RiverSource Life Insurance Company

70100 Ameriprise Financial Center
Minneapolis, MN 55474

1-800-862-7919

RiverSource
Insurance

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY WITH INDEXED-LINKED INTEREST OPTION(S)

- Policy continues until death, surrender, or lapse.
- Death benefit payable at Insured's death.
- Flexible premiums payable as provided herein. Benefits, values and periods of coverage are based on actual premiums paid, interest credited and charges. Interest rates and charges are subject to change by Us described herein.
- This policy is nonparticipating. Dividends are not payable.
- While policy values may be affected by an external index or indices, the policy does not directly participate in any stock or equity investment.

Insured: [John Doe]

Policy Number: 9090-1234,456

Policy Date: [September 15, 2011]

Issue Age: [35]

Initial Specified Amount: [\$100,000]

Initial Death Benefit Option: [Option 1]

This is a life insurance policy. It is a legal contract between You, as the owner, and Us, RiverSource Life insurance Company, A Stock Company, Minneapolis, Minnesota. **PLEASE READ YOUR POLICY CAREFULLY.**

In consideration of Your application and payment of the initial premium We issue this policy and We promise to pay the death benefit less Indebtedness described in this policy to the beneficiary if We receive proof satisfactory to Us that the Insured died while this policy was In Force.

The owner and the beneficiary are as named in the application unless they are changed as provided for in this policy.

NOTICE OF YOUR RIGHT TO EXAMINE THIS POLICY

If for any reason You are not satisfied with this policy, return it to Us or Our representative within 10 days after You receive it. If this policy is intended to replace an existing policy, Your right to examine is extended to 30 days or any longer period if required by the state in which it is delivered, We will then cancel this policy and refund all premiums, less Indebtedness, which You have paid. This policy will then be considered void from its start.

Signed for and issued by RiverSource Life Insurance Company in Minneapolis, Minnesota, as of the Policy Date shown above.

President:



Secretary:



GUIDE TO POLICY PROVISIONS

Policy Data	Policy data and benefits; Premium information; Interest and loan information; Fees and Deductions; Table of Surrender Charges; Policy Credits; CSO Mortality Tables; Payment of policy proceeds option tables / Page 3
Definitions	Important words and meanings / Page 4
Insurance Contract	Entire contract; Incontestability; Suicide provision; Misstatement of age or sex; Termination; Tax treatment / page 6
Owner and Beneficiary	Owner's rights; Successor owner; Change of Ownership; Beneficiary designation; Change of Beneficiary; Assignment / Page 8
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Policy Values	Describes the policy's value and how it is determined; Fixed Account, Indexed Account, Interim Account and Segment values; Segment guaranteed interest; Indexed interest; Monthly deduction; Policy fee; Administrative Charge; Cost of insurance; Basis of policy values; Policy value credits; Receiving information about policy values / Page 14
Indexed Account(s)	Describes the operation of the Indexed Account(s); Valuing the index; Discontinuing or changing the index; Segment start date, term, maturity, sweep and cut-off dates; Transfers to the Indexed Account(s); Transfer restriction rules / Page 19
Policy Surrender Provisions	Cash surrender value, Full and partial surrender rules / Page 21
Policy Loans	How to request a loan; Amount of loan; Interest rate; Loan repayment / Page 22
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Policy Data

<u>Insured</u>	<u>Issue Age</u>	<u>Risk Classification</u>
[John Doe]	[35]	[Male Standard Nontobacco]
Policy Number: 9090-01234567		Policy Date: September 15, 2011
Type of Policy: Flexible Premium Adjustable Life with Indexed-Linked Interest Option(s) RiverSource Indexed UL		Monthly Date: 15
Minimum Specified Amount Allowed:	Policy Year 1: \$ 100,000 years 2 - 5: 75,000 years 6 - 10: 50,000 years 11 - 15: 25,000 thereafter: 1,000	Initial Specified Amount: \$100,000
		Initial Death Benefit Option: Option 1
		Life Insurance Qualification Test: Cash Value Accumulation Test
[]

Premium Information

Initial Premium: \$39.59	Scheduled Premium: \$484.00 per year payable annually
No-lapse Guarantee premium: \$39.59 per month	No-lapse Guarantee period: 15 years
Coverage will expire prior to death if no premiums are paid following payment of the initial premium, or subsequent premiums are insufficient to continue coverage. The payment of scheduled premiums or unscheduled premiums in any amount or frequency will not guarantee that the policy will remain In Force unless the premiums needed to keep the no-lapse guarantee in effect have been paid.	

Interest and Loan Information

Guaranteed Interest Rate: 2% per year	Guaranteed Loan Interest Rate All Policy Years: 4% per year
Guaranteed Interest Rate Factor: 1.0016515813	

Fees and Deductions

Guaranteed Premium Expense Charge All Policy Years: 3%	Guaranteed Policy Fee All Policy Years: \$15.00 per month
Guaranteed Administrative Charge Policy Years 1-20: \$ 8.80 Policy Years 20+: \$ 8.80	Partial Surrender Fee: \$25 or 2% of amount surrendered, whichever is less

Table of Surrender Charges

<u>Policy Year</u>	<u>Beginning of Year</u>	<u>Policy Year</u>	<u>Beginning of Year</u>
1	\$ 2,093.32	11	\$ 1,845.72
2	2,073.12	12	1,470.32
3	2,052.93	13	1,094.93
4	2,032.73	14	719.53
5	2,012.53	15	344.13
6	1,992.05		
7	1,968.65		
8	1,945.25		
9	1,921.85		
10	1,898.45		

This table applies to the initial Specified Amount for the first 15 years. Surrender charges decrease on a monthly basis. Additional surrender charges will apply to each increase in Specified Amount for 15 years after the effective date of increase.

Policy Credit

Policy Value Credit Requirements

To receive any available credit one of the following conditions must be met:

1. the policy has been In Force for at least 10 years; or
2. the sum of the premiums paid, minus partial surrenders and partial surrender fees, minus outstanding Indebtedness equals or exceeds \$100,000.

**Life Insurance Qualification Test: Cash Value Accumulation Test
Death Benefit Percentage Table**

<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>	<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>	<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>	<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>
0	16.26	25	6.91	50	2.94	75	1.47
1	15.87	26	6.68	51	2.84	76	1.44
2	15.38	27	6.46	52	2.75	77	1.41
3	14.87	28	6.25	53	2.66	78	1.38
4	14.35	29	6.04	54	2.58	79	1.35
5	13.84	30	5.83	55	2.50	80	1.33
6	13.34	31	5.64	56	2.42	81	1.31
7	12.86	32	5.45	57	2.35	82	1.28
8	12.39	33	5.26	58	2.28	83	1.26
9	11.95	34	5.08	59	2.21	84	1.25
10	11.51	35	4.90	60	2.15	85	1.23
11	11.09	36	4.73	61	2.08	86	1.21
12	10.70	37	4.57	62	2.02	87	1.20
13	10.32	38	4.41	63	1.97	88	1.18
14	9.96	39	4.26	64	1.92	89	1.17
15	9.61	40	4.12	65	1.86	90	1.16
16	9.29	41	3.98	66	1.82	91	1.15
17	8.98	42	3.84	67	1.77	92	1.14
18	8.70	43	3.71	68	1.73	93	1.13
19	8.42	44	3.59	69	1.68	94	1.12
20	8.15	45	3.47	70	1.64	95	1.10
21	7.89	46	3.35	71	1.60	96	1.09
22	7.63	47	3.24	72	1.57	97	1.08
23	7.38	48	3.14	73	1.53	98	1.06
24	7.14	49	3.03	74	1.50	99	1.04
						100-119	1.01

Schedule of Benefits and Riders

	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Monthly Cost of Insurance</u>
Flexible Premium Adjustable Life with Indexed-Linked Interest Option(s)	September 15, 2011	see policy form	see policy form

Waiver of Premium Rider for Total Disability	See Policy Data Supplemental Page for information on this rider		
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Overloan Protection Benefit*	September 15, 2011	see benefit form	not applicable
Minimum Age:	75		
Maximum Age:	95		
Minimum Policy Duration:	15 years		
Indebtedness Percentage:	95%		
Maximum Exercise Charge:	3%		

*When exercised, a one time charge will be assessed, not to exceed the Maximum Exercise Charge shown above.

CSO Mortality Tables

2001 Commissioner's Standard Ordinary (CSO) Mortality Table; Smoker or Nonsmoker; Male or Female; Age Nearest Birthday

Ages 17 and Under

2001 Commissioner's Standard Ordinary Mortality Table; Male or Female; Age Nearest Birthday.

Male Rate Table

**Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 for
Male Insureds with a Standard Non-Tobacco Risk Classification***

<u>Attained Age</u>	<u>Standard Non-Tobacco</u>						
0	\$0.0800	30	\$0.0850	60	\$0.7450	90	\$16.9075
1	0.0450	31	0.0825	61	0.8300	91	18.4150
2	0.0325	32	0.0825	62	0.9325	92	20.0150
3	0.0225	33	0.0850	63	1.0475	93	21.7325
4	0.0175	34	0.0875	64	1.1675	94	23.5850
5	0.0175	35	0.0900	65	1.2975	95	25.5725
6	0.0175	36	0.0950	66	1.4275	96	27.4300
7	0.0175	37	0.1000	67	1.5600	97	29.4575
8	0.0175	38	0.1075	68	1.7025	98	31.6725
9	0.0175	39	0.1125	69	1.8500	99	34.0975
10	0.0175	40	0.1200	70	2.0300	100	36.7700
11	0.0225	41	0.1300	71	2.2300	101	38.9500
12	0.0275	42	0.1425	72	2.4950	102	41.3350
13	0.0325	43	0.1575	73	2.7775	103	43.9450
14	0.0375	44	0.1750	74	3.0725	104	46.8125
15	0.0500	45	0.1925	75	3.3975	105	49.9250
16	0.0600	46	0.2125	76	3.7525	106	53.3625
17	0.0700	47	0.2325	77	4.1675	107	57.1725
18	0.0750	48	0.2425	78	4.6525	108	61.4175
19	0.0775	49	0.2575	79	5.2175	109	66.1725
20	0.0775	50	0.2750	80	5.8375	110	71.5275
21	0.0775	51	0.2975	81	6.5500	111	77.6150
22	0.0775	52	0.3300	82	7.2975	112	83.3325
23	0.0800	53	0.3625	83	8.1075	113	83.3325
24	0.0800	54	0.4050	84	9.0150	114	83.3325
25	0.0800	55	0.4575	85	10.0400	115	83.3325
26	0.0850	56	0.5125	86	11.1900	116	83.3325
27	0.0875	57	0.5700	87	12.4650	117	83.3325
28	0.0875	58	0.6200	88	13.8475	118	83.3325
29	0.0850	59	0.6775	89	15.3325	119	83.3325

Male Rate Table

Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 for Male Insureds with a Standard Tobacco Risk Classification*

<u>Attained Age</u>	<u>Standard Tobacco</u>						
		30	\$0.1500	60	\$1.3675	90	\$19.8800
		31	0.1500	61	1.5050	91	21.3775
		32	0.1500	62	1.6750	92	22.9325
		33	0.1550	63	1.8625	93	24.5700
		34	0.1600	64	2.0550	94	26.3000
		35	0.1650	65	2.2450	95	28.2550
		36	0.1750	66	2.4300	96	30.0200
		37	0.1850	67	2.6075	97	31.9175
		38	0.2000	68	2.7975	98	33.9650
		39	0.2125	69	2.9850	99	36.1825
		40	0.2300	70	3.2125	100	38.5875
		41	0.2525	71	3.4625	101	40.4550
		42	0.2775	72	3.8025	102	42.4650
		43	0.3075	73	4.1475	103	44.6300
		44	0.3425	74	4.4950	104	46.9650
		45	0.3800	75	4.9025	105	50.0725
		46	0.4150	76	5.3375	106	53.5050
		47	0.4550	77	5.8450	107	57.3150
18	\$0.0925	48	0.4775	78	6.4325	108	61.5525
19	0.1000	49	0.5025	79	7.1075	109	66.3050
20	0.1050	50	0.5375	80	7.8325	110	71.6575
21	0.1100	51	0.5800	81	8.6525	111	77.7400
22	0.1150	52	0.6400	82	9.4875	112	83.3325
23	0.1200	53	0.7050	83	10.3725	113	83.3325
24	0.1275	54	0.7900	84	11.3425	114	83.3325
25	0.1350	55	0.8825	85	12.4975	115	83.3325
26	0.1425	56	0.9800	86	13.7800	116	83.3325
27	0.1500	57	1.0800	87	15.1775	117	83.3325
28	0.1500	58	1.1600	88	16.6725	118	83.3325
29	0.1500	59	1.2550	89	18.2450	119	83.3325

*For Insureds with a super preferred or preferred risk classification, the corresponding standard non-tobacco or standard tobacco guaranteed maximum monthly cost of insurance rates will apply.

*For Insureds with other than a super preferred, preferred or standard risk classification, the guaranteed monthly cost of insurance rates are calculated by multiplying the monthly rates by the Substandard Class Risk Factor shown under Policy Data.

You may apply for a change in risk classification for Insureds who are at least Attained Insurance Age 18, and no more than Attained Insurance Age 119, subject to Our underwriting rules and requirements at the time the change is requested.

There are no cost of insurance charges on or after Attained Insurance Age 120.

Payment of Policy Proceeds Option Tables

Option A Interest

Option A Interest Rate: 1%

Interest in excess of the Option A Interest Rate may be applied by Us. Excess interest will be determined by Us based on Our future investment earnings.

Option B Table

<u>Number of Years</u>	<u>Monthly Payment/\$1000</u>
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

Option C Table

M = Male F = Female

**Life Income per \$1,000 with
Payments Guaranteed for**

<u>Age Payee</u>	<u>Settlement Beginning In Year</u>	<u>5 Years</u>		<u>10 Years</u>		<u>15 Years</u>	
		<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>
65	2015	4.54	4.10	4.46	4.06	4.31	3.99
	2025	4.39	3.97	4.32	3.94	4.19	3.88
	2035	4.25	3.86	4.19	3.84	4.08	3.79
75	2015	6.41	5.77	5.99	5.53	5.39	5.14
	2025	6.13	5.52	5.78	5.33	5.27	5.01
	2035	5.88	5.30	5.59	5.15	5.16	4.88
85	2015	9.63	9.02	7.85	7.61	6.22	6.16
	2025	9.20	8.56	7.68	7.40	6.18	6.10
	2035	8.81	8.16	7.50	7.20	6.14	6.05

The table above is based on the "2000 Individual Annuitant Mortality Table A" at 2.00% with 100% Projection Scale G. Settlement rates for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the table above. We will furnish such rates upon request.

Policy Data Supplemental Page

Waiver of Premium Rider for Total Disability

Effective Date: September 15, 2011
 Expiration Date: see rider form
 Specified Premium: \$1,000

**Waiver of Premium Rider for Total Disability
Annual Cost of Insurance Rates**

The monthly deduction for the cost of this rider is equal to $\frac{A \times B}{12}$

A is the WP Rate from the table below, based on the then Attained Insurance Age of the Insured; and

B is the greater of 1 or 2 where:

1. is the specified premium shown above; and
2. is the monthly deduction for the policy and any additional riders, except this rider, attached to the policy.

Waiver of Premium Rate*

<u>Attained Insurance Age of Insured</u>	<u>Standard Non- tobacco</u>	<u>Standard Tobacco</u>	<u>Attained Insurance Age of Insured</u>	<u>Standard Non- tobacco</u>	<u>Standard Tobacco</u>
20	\$0.03206	\$0.03928	45	\$0.05452	\$0.06835
21	0.03212	0.03936	46	0.05786	0.07276
22	0.03218	0.03943	47	0.06199	0.07822
23	0.03223	0.03950	48	0.06650	0.08418
24	0.03229	0.03958	49	0.07150	0.09078
25	0.03241	0.03973	50	0.07814	0.09935
26	0.03295	0.04049	51	0.08698	0.11091
27	0.03353	0.04129	52	0.09696	0.12393
28	0.03412	0.04212	53	0.10836	0.13867
29	0.03480	0.04306	54	0.12163	0.15571
30	0.03479	0.04300	55	0.13471	0.17218
31	0.03560	0.04409	56	0.15555	0.19873
32	0.03656	0.04536	57	0.17924	0.22876
33	0.03762	0.04675	58	0.20306	0.25845
34	0.03868	0.04818	59	0.22913	0.29056
35	0.04009	0.04962	60	0.10536	0.14176
36	0.04127	0.05118	61	0.10333	0.13937
37	0.04257	0.05288	62	0.10129	0.13697
38	0.04397	0.05474	63	0.09876	0.13407
39	0.04544	0.05669	64	0.09602	0.13098
40	0.04649	0.05796			
41	0.04803	0.06000			
42	0.04947	0.06196			
43	0.05095	0.06397			
44	0.05272	0.06636			

* For Insureds with a super preferred, preferred, or standard nontobacco risk classification, the above standard nontobacco rates will apply. For Insureds with a preferred or standard tobacco risk classification, the above standard tobacco rates will apply. For Insureds with other than a super preferred, preferred, or standard risk classification, the waiver of premium rate will be adjusted by multiplying the above monthly rates by the appropriate risk factor shown above.

Indexed Account Information

Indexed Account Name:	1 Year Point-to-Point with Cap using "S&P 500®"
Index:	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Term:	1 Year
Indexed Interest Period:	1 Year
Segment Guaranteed Annual Interest Rate:	0%
Cumulative Guaranteed Indexed Interest Rate:	0%
Guaranteed Minimum Participation Rate:	100%
Guaranteed Minimum Segment Growth Cap:	3%
Sweep Dates:	the 20 th day of each calendar month
Segment Cut-off Date:	1 business days before the Sweep Date
Minimum Transfer Amount:	\$25

The following describes the method used in calculating the indexed interest for each segment of this Indexed Account. Also, see **Indexed Account(s)**.

Indexed Interest

At the end of each indexed interest period, indexed interest will be credited to the segment and is equal to the average segment value multiplied by the indexed interest rate.

Average Segment Value

For a given segment, the average segment value is the average of the values at the end of a segment month over the indexed interest period. A segment month ends on the same day each month as the segment start date.

Indexed Interest Rate

The indexed interest rate reflects any growth in the value of the index, subject to the segment growth cap. The indexed interest rate is equal to the lesser of $[(a \times b) \text{ and } c] - d$, but will never be less than zero, where:

- is the **index growth rate** for the indexed interest period and is calculated as $(B \div A) - 1$, where:
A = the closing value of the index as of the day before the beginning of the indexed interest period;
and
B = the closing value of the index as of the day before the end of the indexed interest period;
- is the **segment participation rate**, which is the percentage of the index growth rate that is used to calculate the indexed interest. We will set the segment participation rate for a new segment on the segment start date, subject to the guaranteed minimum participation rate shown above. Once the segment participation rate is set by Us, it will not change during the segment term;
- is the **segment growth cap**, which is the maximum total interest rate for a segment over the indexed interest period, including both the segment guaranteed annual interest rate and the indexed interest rate. We will set the segment growth cap for a new segment on the segment start date, subject to the guaranteed minimum segment growth cap shown above. Once the segment growth cap is set by Us, it will not change during the segment term;
- is the **cumulative guaranteed indexed interest rate** which is the segment guaranteed annual interest rate compounded annually for the number of years of the indexed interest period.

The indexed interest rate does not include gains in the index that come from dividends.

Index Disclaimers

The Flexible Premium Adjustable Life Insurance Policy with Indexed-Linked Interest Options “The Policy” is not sponsored, endorsed, sold or promoted by Standard & Poor's Financial Services LLC (“S&P” or “Standard & Poor’s”) or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of The Policy or any member of the public regarding the advisability of investing in securities generally or in The Policy particularly or the ability of the Standard & Poor's 500 Composite Stock Price Index (the “Index”) to track general stock market performance. S&P's and its third party licensor’s only relationship to RiverSource Life Insurance Company is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to RiverSource Life Insurance Company or The Policy. S&P and its third party licensors have no obligation to take the needs of RiverSource Life Insurance Company or the owners of The Policy into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the prices and amount of The Policy or the timing of the issuance or sale of The Policy or in the determination or calculation of the equation by which The Policy is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of The Policy.

NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P, ITS AFFILIATES AND THEIR THIRD PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE MARKS, THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

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The segment growth cap and segment participation rate on each Indexed Account are not guaranteed elements and can be changed by RiverSource Life Insurance Company. Any changes will be based on our expectations of future investment earnings, persistency, expenses, utilization, and/or federal and state tax assumptions. Any change would affect the indexed interest rate and would thus affect the indexed interest credited.

DEFINITIONS

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

Age Anniversary

An Age Anniversary is the Policy Anniversary on which the Insured becomes a certain Attained Insurance Age.

Attained Insurance Age

The Insured's Insurance Age plus the number of Policy Anniversaries since the Policy Date. Attained Insurance Age changes only on a Policy Anniversary.

Cash Surrender Value

The policy Proceeds if the policy is surrendered in full. It is the Policy Value minus any Indebtedness, minus surrender charges shown under Policy Data.

Fixed Account

The portion of the Policy Value that earns interest at a fixed rate not less than the guaranteed interest rate as shown under Policy Data.

Indebtedness

All existing loans on this policy plus policy loan interest which has either been accrued or added to the policy loan.

Indexed Account

The portion of the Policy Value that is allocated to earn interest based on a change in the value of a designated index. The Index Account includes the interim account and multiple segments. The interim account temporarily holds, subject to the provisions of this policy, Net Premiums, loan repayments and other amounts You request to be allocated or transferred to the Indexed Account. The interim account earns interest at a fixed rate not less than the guaranteed interest rate shown under Policy Data. Subject to the provisions of this policy, We will transfer the interim account to a new segment on the sweep date. A segment earns interest based on the change in the value of the index. The available Indexed Account(s) are shown under Policy Data.

In Force

The Insured's life remains insured under the terms of this policy.

Insurance Age

The Insurance Age of the Insured on the Policy Date is the issue age shown under Policy Data. It is the age We determine from the date of birth listed on the application, and is the age on the birthday nearest to the application date.

Insured

The person whose life is insured by this policy.

Monthly Date

It is the same day each month as the Policy Date. If there is no Monthly Date in a calendar month, the Monthly Date will be the first day of the next calendar month.

Net Premium

The portion of a premium paid that is credited to the policy as described in the Policy Values section. It is the premium paid minus the premium expense charge. We reserve the right to change the current premium expense charge based on Our expectations of future investment earnings, persistency, expenses, and/or federal and state tax assumptions. However, it will never exceed the guaranteed premium expense charge shown under Policy Data.

Policy Anniversary

The same day and month as the Policy Date each year that the policy remains In Force.

Policy Date

It is the date from which Policy Anniversaries, policy years and policy months are determined. Your Policy Date is shown under Policy Data.

Policy Value

The value of the Fixed Account plus the sum of the values of the Indexed Account(s).

Proceeds

Proceeds means the amount payable by this policy as follows:

1. upon death of the Insured, Proceeds will be the death benefit minus any Indebtedness, as of the date of the Insured's death;
2. upon surrender of the policy, the Proceeds will be the Cash Surrender Value.

Specified Amount

An amount used to determine the death benefit and the Proceeds payable upon death of the Insured. The initial Specified Amount is shown under Policy Data.

Terminate

This policy will no longer be In Force. All insurance coverage under this policy has stopped.

We, Our, Us

RiverSource Life Insurance Company

Written Request

A request in writing signed by You, and acceptable to Us.

You, Your

The owner of this policy. The owner may be someone other than the Insured. The owner is shown in the application unless the owner has been changed as provided in this policy.

THE INSURANCE CONTRACT

Entire Contract

The entire contract between You and Us is as stated in this policy, Your attached application, and any attached supplemental applications, endorsements and riders.

No one except one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary) can change or waive any of Our rights or requirements under this policy. That person must do so in writing. None of Our representatives or other persons has the authority to change or waive any of Our rights or requirements under this policy.

In issuing this policy, We have relied upon the application. The statements made in the application are considered, in the absence of fraud, representations and not warranties. No statements made in connection with the application will be used by Us to void the policy or to deny a claim unless that statement is part of the application.

After the Policy Date, applications for an increase of the Specified Amount will be attached to and made a part of this policy and will form part of the entire contract.

Any statement concerning tobacco status will be attached to and made a part of this policy and will form part of the entire contract.

Any reference in an attached rider which relates to a smoker risk classification will now mean a tobacco risk classification. A nonsmoker risk classification will now mean a nontobacco risk classification.

Policy Incontestability

After this policy has been In Force during the Insured's lifetime for two years from the Policy Date, We cannot contest the policy except for nonpayment of premiums.

While this policy is contestable, We, on the basis of a misstatement or misrepresentation made in the application, may rescind or reform this policy and We may deny a claim.

Any increase in Specified Amount which requires proof of insurability will be incontestable only after such amount has been In Force during the Insured's lifetime for two years from the effective date of such amount.

If within two years from the effective date of the Insured's reclassification as nontobacco We find that the Insured's tobacco status has been misstated, the Proceeds payable upon death will be:

1. the Policy Value on the date of death; plus
2. the amount of insurance that the cost of insurance on the Insured, which was deducted from the Policy Value for the policy month during which such death occurred, would have purchased using the cost of insurance rates for the correct tobacco status; minus
3. any Indebtedness on the date of death.

Suicide Exclusion

Suicide by the Insured, whether sane or insane, within two years from the Policy Date is not covered by this policy. In this event the only amount payable by Us to the beneficiary will be the premiums which You have paid, minus any Indebtedness and partial surrenders.

If the Insured commits suicide whether sane or insane within two years from the effective date of:

1. any increase in Specified Amount which requires proof of insurability; or
2. any rider attached to this policy;

then the amount payable by Us with respect to the increased coverage or rider will be limited to the monthly deductions for such additional Specified Amount or rider.

Misstatement of Insured's Age or Sex

If the Insured's age or sex has been misstated, the Proceeds payable upon death will be:

1. the Policy Value on the date of death; plus
2. the amount of insurance that the cost of the insurance on the Insured, which was deducted from the Policy Value for the policy month during which such death occurred, would have purchased had the cost of the insurance been calculated using the cost of insurance rates for the correct age and sex; minus
3. any Indebtedness on the date of death.

Policy Termination

This policy will Terminate on the earliest of the following:

1. the date You request, by Written Request or other requests acceptable to Us, that coverage ends; or
2. the date You surrender the policy in full; or
3. the end of the grace period; or
4. the date of death of the Insured.

Tax Treatment of this Policy

This policy is intended to qualify for treatment as a life insurance policy under Sections 72, 101, 7702, and other relevant sections of the Internal Revenue Code as they now exist or may later be amended. We reserve the right to endorse this policy to comply with:

1. future changes in the Internal Revenue Code;
2. any regulations or rulings issued under the Internal Revenue Code; and
3. any other requirements imposed by the Internal Revenue Service;

with respect to remaining qualified for treatment as a life insurance policy under these Internal Revenue Code sections.

If endorsed, We will provide the owner with a copy of any such endorsement.

We reserve the right to decline any change that would cause this policy to lose its ability to be tested for federal income tax purposes under the CSO mortality tables shown under Policy Data.

OWNER AND BENEFICIARY

Your Rights as Owner of this Policy

As long as the Insured is living and unless otherwise provided in this policy, You may exercise all rights and privileges provided in this policy or allowed by Us.

Successor Owner

A successor owner becomes the new owner of this policy if You die during the lifetime of the Insured. If no successor owner is living at the time of Your death, ownership will pass to Your estate. The successor owner, if any, is shown in the application unless changed as provided below.

Changing Ownership of this Policy

You can change the ownership of this policy by Written Request on a form satisfactory to Us. A successor owner may also be changed in this same way. The change must be made while the Insured is living. Unless otherwise specified by You, once the change is received by Us, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before receipt of the change.

Proceeds Paid on the Insured's Death

We will pay the Proceeds to the beneficiary or beneficiaries which You have named in the application unless You have since changed the beneficiary as provided below. If the beneficiary has been changed, We will pay the Proceeds in accordance with Your last change of beneficiary request.

Only those beneficiaries who are living at the Insured's death may share in the Proceeds. If no beneficiary survives the Insured, We will pay the Proceeds to You, if living; otherwise, to Your estate.

Change of Beneficiary

You may change the beneficiary anytime while the Insured is living by Written Request on a form satisfactory to Us. Unless otherwise specified by You, once the change is received by Us, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before receipt of the change.

Assigning this Policy as Collateral

While the Insured is living, You can assign this policy or any interest in it by Written Request on a form satisfactory to Us. Your interest and the interest of any beneficiary is subject to the interest of the assignee. An assignment is not a change of ownership and an assignee is not an owner as these terms are used in this policy. Any policy Proceeds payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Us. Any assignment, unless otherwise specified by You, shall take effect as of the date the notice was signed, subject to any action taken or payment made by Us before receipt of the assignment. We are not responsible for the validity of any assignment.

PREMIUMS

Premium Payments

There are three types of premium payments that apply to this policy:

1. the initial premium;
2. scheduled premiums; and
3. unscheduled premiums.

Premiums must be paid or mailed to Us at Our home office or to an authorized agent. We will give You a receipt if You request one. A check or draft given for all or part of a premium, unless paid upon its presentation to the bank or person drawn on, shall not be considered payment.

We reserve the right to require evidence of insurability or limit the amount of any premium payment that would result in more than a dollar for dollar increase in the death benefit.

Initial Premium

The initial premium is the premium due on or before the Policy Date. The initial premium payment must be received by Us before the policy can become effective, and no insurance will take effect until this amount is paid.

Scheduled Premium

The scheduled premium is the premium shown under Policy Data. It is payable at the stated interval which You selected in the application. However, no scheduled premium may be paid on or after the Insured's Attained Insurance Age 120 Anniversary except amounts required to keep the policy In Force under the grace period provision.

The scheduled premium will serve only as an indication of Your preference as to probable future amount and frequency of payments. You may change the amount or frequency at any time by Written Request or other requests acceptable to Us. We reserve the right to limit the amount of any increase in scheduled premium if there is Indebtedness on this policy.

Scheduled premiums may be paid annually, semi-annually, or quarterly. Payment at any other interval must be approved by Us. Any scheduled premium payment must be at least \$25.

Unscheduled Premium Payments

You can make additional premium payments of at least \$25 at any time prior to the Insured's Attained Insurance Age 120 Anniversary. After that, We will only accept amounts required to keep the policy In Force under the grace period provision. We reserve the right to limit the number and amount of unscheduled premium payments if there is Indebtedness on this policy.

Restrictions of Premium Payments

This policy is intended to qualify for treatment as a life insurance policy under Sections 72, 101, 7702, and other relevant sections of the Internal Revenue Code as they now exist or may later be amended.

We reserve the right to refuse premiums and return them with interest, unless the premium is necessary to continue coverage, if such premiums would disqualify this policy from:

1. treatment as a life insurance policy under Internal Revenue Code Sections 72, 101, and 7702; or
2. favorable tax treatment under Internal Revenue Code Sections 72 and 101.

Premium Processing

The Net Premium is allocated to the Fixed Account and the Indexed Account(s) according to Your premium allocation percentages in effect. You may choose any whole percentage for each account from 0% to 100%. The sum of Your premium allocation percentages must equal 100%. You may change the premium allocation percentages at any time by Written Request or other requests acceptable to Us.

Net Premiums received before the Policy Date will initially be allocated to the Fixed Account. On the Policy Date, the Policy Value will be transferred to the Indexed Account(s) or remain in the Fixed Account in accordance with Your premium allocation percentages. For any premium received on or after the Policy Date, the Net Premium will be allocated in accordance with Your premium allocation percentages in effect.

Premiums allocated to an Indexed Account are first placed in the interim account that corresponds to the Indexed Account selected. Subject to the provisions of this policy, We will

transfer the interim account value to a new segment of the Indexed Account on the next sweep date. See the Indexed Account(s) Overview section for details.

When We receive notice of claim for any rider paying benefits due to chronic or terminal illness, the premium allocation percentages will be set to allocate all amounts to the Fixed Account. The premium allocation percentages cannot be changed while on claim. Upon expiry of the claim, You may change the premium allocation percentages by Written Request or other requests acceptable to Us.

On the Insured's Attained Insurance Age 119 Anniversary, the premium allocation percentages will be set to allocate all premium and loan repayments to the Fixed Account, and may not be changed.

Grace Period

If on a Monthly Date the Cash Surrender Value is less than the monthly deduction for the policy month following such Monthly Date, and the no-lapse guarantee is not in effect, a grace period of 61 days will begin.

The grace period will give You time to make a premium payment or loan repayment sufficient to continue Your coverage. At least 30 days prior to Termination, We will mail to Your last known address, and to any assignee of record, a notice as to the payment needed.

If the policy is within the no-lapse guarantee period, and the no-lapse guarantee is no longer in effect but it can be reinstated, the premium payment or loan repayment needed will be the lesser of:

1. an amount equal to any overdue monthly deductions, plus the next three monthly deductions; or
2. the amount needed to keep the no-lapse guarantee in effect for three months after the end of the grace period.

If the policy is beyond the no-lapse guarantee period, the premium payment or loan repayment needed will be an amount equal to any overdue monthly deductions plus the next three monthly deductions.

If the premium payment or loan repayment is not paid within the grace period, all coverage under this policy will Terminate without value at the end of the 61 day grace period. This type of Termination is known as lapse. The end of the grace period is the date of lapse.

Any payment sent by U.S. mail must be postmarked within the grace period to keep the policy In Force.

If the Insured's death occurs during the grace period and benefits become payable under the policy, the lesser of:

1. any overdue monthly deductions; or
2. the premium required to keep the no-lapse guarantee in effect;

will be deducted from the Proceeds.

If the no-lapse guarantee is in effect as described in the next provision, the policy will not enter the grace period.

No-Lapse Guarantee

The no-lapse guarantee provides that during the no-lapse guarantee period shown under Policy Data, this policy will not Terminate even if the Cash Surrender Value is insufficient to pay the monthly deduction on a Monthly Date. Sufficient premium as described below must be paid to keep the no-lapse guarantee in effect.

The no-lapse guarantee will remain in effect if, on each Monthly Date:

- (a) equals or exceeds (b)

where:

- (a) is the sum of all premiums paid, minus any partial surrenders and partial surrender fees, and minus any Indebtedness; and
- (b) is the no-lapse guarantee premium, shown under Policy Data, times the number of months since the Policy Date, including the current month.

To keep the no-lapse guarantee in effect, premiums may be paid at any interval as long as the sum of premiums paid at all times is at least equal to the total required no-lapse guarantee premiums.

While this policy is kept In Force by the no-lapse guarantee, any monthly deduction amounts that exceed the Policy Value, minus any Indebtedness, will be waived.

If on a Monthly Date sufficient premiums have not been paid to maintain the no-lapse guarantee, the no-lapse guarantee provision will no longer be in effect. Therefore, Your policy will enter the grace period if the Cash Surrender Value is insufficient to pay the monthly deduction on a Monthly Date.

The no-lapse guarantee, however, can be reinstated within two years from the date it was last in effect. The amount needed to reinstate the no-lapse guarantee is an amount equal to:

$$(a) + (b) + (c) - (d)$$

where:

- (a) is the sum of required premiums for the no-lapse guarantee to the date of reinstatement assuming a no-lapse guarantee was always in effect since the Policy Date;
- (b) is any partial surrenders and partial surrender fees that have been taken to the date of reinstatement;
- (c) is any Indebtedness on the date of reinstatement;
- (d) is the total of all premiums paid to the date of reinstatement.

The no-lapse guarantee premium will change if:

- 1. the Specified Amount is increased or decreased;
- 2. the death benefit option is changed; or
- 3. riders are added, changed or terminated.

The new no-lapse guarantee premium will apply from the date of the change.

Although Your policy will remain In Force, if You pay only the premium needed to keep the no-lapse guarantee in effect, You may be foregoing the advantage of building up Policy Value.

If the no-lapse guarantee terminates before the end of the no-lapse guarantee period, the Cash Surrender Value may not be sufficient to keep this policy In Force without payment of an additional premium.

At the end of the no-lapse guarantee period, the Cash Surrender Value may not be sufficient to keep this policy In Force without payment of additional premium. The premium required to keep this policy In Force may be higher than the premiums required for the no-lapse guarantee.

Reinstatement

This policy may be reinstated within three years after the end of the grace period, unless it was surrendered for cash. To do this, We will require all of the following:

- 1. your Written Request on a form satisfactory to Us to reinstate the policy;

- 2. evidence of insurability of the Insured satisfactory to Us;
- 3. payment of the required reinstatement premium or loan repayment amount;
- 4. payment or reinstatement of any Indebtedness.

The required repayment amount to reinstate the policy is an amount equal to:

$$(a) + (b) + (c) + (d) - (e) - (f)$$

where:

- (a) is the surrender charge which will be reinstated;
- (b) is an amount equal to the monthly deductions not taken during the grace period;
- (c) is an amount equal to the next 3 monthly deductions that will be taken after reinstatement;
- (d) is any Indebtedness on the policy at the end of the grace period;
- (e) is any Indebtedness repaid on the date of the reinstatement; and
- (f) is the Policy Value as of the last day of the grace period. The effective date of a reinstated policy will be the Monthly Date on or next following the date We approve the application for reinstatement.

The Policy Value on the date of reinstatement will be equal to:

- 1. the Policy Value as of the last day of the grace period; plus
- 2. the required reinstatement premium; minus
- 3. the monthly deductions not collected during the 61 day grace period.

Upon reinstatement, the Policy Value will be allocated to the Fixed Account and can be transferred to the Indexed Account(s) subject to the provisions of this policy.

Surrender charges will return to what they would be if the policy had not lapsed. Any Indebtedness on the policy at the end of the grace period will be reinstated unless it is repaid prior to the reinstatement.

The two-year incontestability period will start over from the effective date of reinstatement to contest the truth of statements or representations in the reinstatement application.

DEATH BENEFITS

Death Benefit Prior to or on Insured's Attained Insurance Age 120 Anniversary

The death benefit upon death of the Insured prior to or on the Insured's Attained Insurance Age 120 Anniversary will be the greater of:

1. the amount based on the death benefit option in effect as of the date of the Insured's death; and
2. the Policy Value multiplied by the death benefit percentage found in the death benefit percentage table shown under Policy Data.

Death Benefit Options

The initial death benefit option is shown under Policy Data. While this policy is In Force, You may change the option as explained in the Policy Change section, or as limited by any attached riders or endorsements.

Option 1

The amount under this option will be the Specified Amount.

Option 2

The amount under this option will be the Specified Amount plus the Policy Value of this policy.

The initial Specified Amount is shown under Policy Data. Such amount may be changed as explained in the Policy Change section.

Death Benefit After the Insured's Attained Insurance Age 120 Anniversary

The death benefit upon death of the Insured after the Insured's Attained Insurance Age 120 Anniversary will be the greater of:

1. the death benefit on the Insured's Attained Insurance Age 120 Anniversary, minus any partial surrenders and partial surrender fees occurring after the Insured's Attained Insurance Age 120 Anniversary; and
2. the Policy Value on the date of death.

Proceeds Payable at Insured's Death

The Proceeds payable upon death will be:

1. the death benefit provided by this policy; minus
2. the amount required to continue coverage to the date of death without the policy entering the grace period (if death occurs during the grace period); minus
3. any Indebtedness as of the date of death.

Life Insurance Qualification Test

The life insurance qualification test is used to determine if a policy will qualify as life insurance under applicable tax laws. The life insurance qualification test and death benefit percentage table for this test is shown under Policy Data. The test may not be changed after the Policy Date.

Disclosure

Under current federal tax law in effect as of the Policy Date, keeping the policy In Force on or after the Insured's Attained Insurance Age 100 Anniversary raises certain tax issues to which there are currently no clear answers. They include, but are not limited to, the following:

1. the policy may no longer qualify as life insurance for federal income tax purposes; and
2. if the Internal Revenue Service takes the position that the policy does not qualify for life insurance for federal income tax purposes on or after the Insured's Attained Insurance Age 100 Anniversary, You could be taxed on any gain in the policy on or after the Insured's Attained Insurance Age 100 Anniversary.

We strongly urge You to consult with Your own tax adviser about the income tax consequences on or after the Insured's Attained Insurance Age 100 Anniversary. We accept no responsibility for any tax consequences incurred on or after the Insured's Attained Insurance Age 100 Anniversary.

POLICY CHANGE

Request to Change Benefits

While this policy is In Force, You may request to decrease or increase the Specified Amount. You may also request certain changes to the death benefit option. Such changes are subject to the rules below.

Rules for Changing the Specified Amount

You may change the Specified Amount once per year by Written Request. Decreases may only be made after the first policy year. The rules are as follows:

Decreases of the Specified Amount

1. any decrease will be effective on the Monthly Date on or next following Our receipt of Your Written Request. Any such decrease will be applied in the following order:
 - (a) against the initial Specified Amount shown under Policy Data; then
 - (b) against the increases successively following the initial Specified Amount
2. the Specified Amount that remains In Force after a requested decrease may not be less than the minimum Specified Amount allowed as shown under Policy Data.
3. we reserve the right to decline to make any Specified Amount decrease that We determine would cause this policy to fail to qualify as life insurance under applicable tax laws.

Increases of the Specified Amount

The following rules apply to any increase in Specified Amount other than that resulting solely from a change in death benefit option:

1. You must apply for an increase by Written Request on a form satisfactory to Us prior to the Insured's Attained Insurance Age 86 Anniversary.

2. You must furnish satisfactory evidence of insurability of the Insured.
3. any increase will be subject to Our issue rules and limits at the time of increase.
4. the minimum increase in the Specified Amount is \$10,000.
5. any increase will be effective on the Monthly Date on or next following the date Your application is approved.
6. an additional administrative charge will apply to the amount of any increase in the Specified Amount.
7. a new schedule of surrender charges will apply to the amount of any increase in the Specified Amount.

Changes to the Death Benefit Option

Prior to the Insured's Attained Insurance Age 120 Anniversary, You may change the death benefit option once per year by Written Request. The change in option will be effective on the Monthly Date on or next following the date We approve Your request.

If the death benefit option is 2, it may be changed to option 1. The new Specified Amount will be the option 2 death benefit as of the effective date of change.

If the death benefit option is 1, it may be changed to option 2. The new Specified Amount will be the option 1 death benefit minus the Policy Value as of the effective date of change.

The death benefit after a change may not be less than the minimum Specified Amount allowed as shown under Policy Data.

We reserve the right to decline to make any death benefit option change that We determine would cause this policy to fail to qualify as life insurance under applicable tax laws.

POLICY VALUES

Policy Value

On a given date the Policy Value equals the Fixed Account value plus the sum of the values of the Indexed Account(s) as shown under Policy Data.

Fixed Account Value

On the Policy Date, the Fixed Account value equals:

1. the portion of the initial Net Premiums allocated to the Fixed Account, plus any interest credited on such portion before the Policy Date; minus
2. the portion of the monthly deduction taken from the Fixed Account for the first policy month.

On any subsequent date, the Fixed Account value will be calculated as:

$$(a) + (b) + (c) + (d) + (e) - (f) - (g) - (h)$$

where:

- (a) is the Fixed Account value on the preceding Monthly Date plus interest from the preceding Monthly Date to the date of calculation;
- (b) is the portion of Net Premiums allocated to the Fixed Account and received since the preceding Monthly Date, plus interest from the date such Net Premiums were received to the date of calculation;
- (c) is the portion of segment maturity values of any Indexed Account reallocated to the Fixed Account since the preceding Monthly Date, plus interest from the effective dates of such reallocations to the date of calculation;
- (d) is any applicable policy value credit allocated to the Fixed Account since the preceding Monthly Date, plus interest from the effective dates of such credits to the date of calculation;
- (e) is the amount of any transfers from the Indexed Account(s) to the Fixed Account due to loans taken or interest charged on Indebtedness since the preceding Monthly Date plus interest from the effective date of such transfers to the date of calculation;

(f) is the amount of any transfers from the Fixed Account, including loan repayment transfers, to the Indexed Account(s) since the preceding Monthly Date, plus interest from the effective dates of such transfers to the date of calculation;

(g) is the amount of any partial surrender and partial surrender fees taken from the Fixed Account since the preceding Monthly Date, plus interest from the effective dates of such partial surrenders to the date of calculation; and

(h) if the date of calculation is a Monthly Date, the portion of the monthly deduction taken from the Fixed Account.

Indexed Account Value

On the Policy Date, the value of an Indexed Account equals:

1. the portion of the initial Net Premiums allocated to the Indexed Account, plus any fixed interest credited on such portion before the Policy Date; minus
2. the portion of the monthly deduction taken from the Indexed Account for the first policy month.

These amounts will be applied and remain in the interim account until the next sweep date, subject to the provisions of this policy.

On any subsequent date, the value of an Indexed Account equals the value of the interim account plus the sum of the segment values.

Interim Account Value

On the start date of a new segment of an Indexed Account, the value of the interim account equals zero.

On any subsequent date, the value of the interim account will be calculated as:

$$(a) + (b) + (c) + (d) - (e) - (f) - (g)$$

where:

- (a) is the portion of Net Premiums allocated to the Indexed Account and received since the segment start date, plus interest from the date such Net Premiums were received to the date of calculation;

- (b) is the portion of segment maturity values of any Indexed Account reallocated to the Indexed Account since the segment start date, plus interest from the effective dates of such allocations to the date of calculation;
- (c) is any applicable policy value credit allocated to the Indexed Account since the segment start date, plus interest from the effective dates of such credit to the date of calculation;
- (d) is the amount of any transfers from the Fixed Account to the Indexed Account, including loan repayment transfers, since the segment start date, plus interest from the effective dates of such transfers to the date of calculation;
- (e) is the amount of any transfers from the interim account to the Fixed Account due to loans taken or interest charged on Indebtedness since the segment start date, plus interest from the effective date of such transfer to the date of calculation;
- (f) is the amount of any partial surrender and partial surrender fees taken from the interim account since the segment start date, plus interest from the effective dates of such partial surrenders to the date of calculation; and
- (g) is the sum of any monthly deductions taken from the interim account since the segment start date, plus interest from the effective dates of such monthly deductions to the date of calculation.

Segment Value

The value of a segment on the segment start date equals the amount transferred to the segment from the interim account, on the sweep date, plus any amounts reallocated to the Indexed Account from any segment maturing on the same date.

On any subsequent date, the segment value will be calculated as:

$$(a) - (b) - (c) - (d) + (e)$$

where:

- (a) is the segment value on the segment start date, plus any segment guaranteed interest from the segment start date to the date of calculation;
- (b) is the amount of any transfers from the segment to the Fixed Account due to loans taken or interest charged on Indebtedness since the segment start date, plus any segment guaranteed interest from the

effective date of such transfer to the date of calculation;

- (c) is the amount of any partial surrender and partial surrender fees taken from the segment since the segment start date, plus any segment guaranteed interest from the effective date of such partial surrenders to the date of calculation;
- (d) is the sum of any monthly deductions taken from the segment since the segment start date, plus the sum of any segment guaranteed interest from the effective dates of such monthly deductions to the date of calculation; and
- (e) is any indexed interest credited since the segment start date, plus any segment guaranteed interest from the effective date of the indexed interest credit to the date of calculation.

Segment Guaranteed Interest

We credit interest on a daily basis to each segment from the segment start date to segment maturity. The interest is credited at an annual rate equal to the segment guaranteed annual interest rate shown under Policy Data. The amount of such interest is called the segment guaranteed interest. Segment guaranteed interest is nonforfeitable, except indirectly due to any applicable surrender charges.

Indexed Interest

Indexed interest, as described under Policy Data will be credited to a segment at the end of each indexed interest period. An indexed interest period starts at the later of:

1. the segment start date; or
2. the end of the previous indexed interest period.

The end of an indexed interest period will be the same day of the month as the start of the indexed interest period.

Indexed interest will be credited at the end of an indexed interest period only if this policy has been continuously In Force during this period. No indexed interest will be credited as a result of policy Termination occurring prior to the end of the indexed interest period.

Indexed interest credited is nonforfeitable, except indirectly due to any applicable surrender charges.

Order of Deductions from the Policy Value

Any deductions from the Policy Value will be taken from the accounts in the following order:

1. the Fixed Account minus any Indebtedness until exhausted;
2. the interim account(s) until exhausted;
3. the segments of the Indexed Account(s), starting with the most recently opened segment, then from the next most recently opened segment, and will continue in this order until the amount required to satisfy the deduction has been met.

Such deductions include monthly deductions, partial surrenders, partial surrender fees, loans, any interest charged on Indebtedness and any other adjustments to the Policy Value as a result of exercising a policy provision or rider.

Monthly Deduction

A monthly deduction is made on each Monthly Date prior to the Insured's Attained Insurance Age 120 Anniversary for the cost of insurance, policy fee, administrative charge, and the cost of any riders for the policy month following such Monthly Date.

The monthly deduction for a policy month will be calculated as:

$$(a) + (b) + (c) + (d)$$

where:

- (a) is the policy fee;
- (b) is the administrative charge;
- (c) is the cost of insurance for the policy month; and
- (d) is the cost of any policy riders for the policy month.

Policy Fee

There is a monthly policy fee deducted each month prior to the Insured's Attained Insurance Age 120 Anniversary. We reserve the right to change the policy fee based on Our expectations of future investment earnings, persistency, expenses, and/or federal and state tax assumptions. However, it will never exceed the guaranteed policy fee shown under Policy Data.

Administrative Charge

There is a monthly administrative charge deducted each month prior to the Insured's Attained Insurance Age 120 Anniversary. We reserve the right to change the administrative charge based on Our expectations of future investment earnings, persistency, expenses, and/or federal and state tax assumptions. However, it will never exceed the guaranteed administrative charge shown under Policy Data.

Cost of Insurance

The cost of insurance for the policy month is calculated as:

$$\frac{(a + d) \times (b - c)}{1000}$$

where:

- (a) is the monthly cost of insurance rate described below;
- (b) is the death benefit divided by the Guaranteed Interest Rate Factor shown under Policy Data;
- (c) is the Policy Value at the beginning of the policy month. At this point, the Policy Value has been reduced by the monthly deduction except for the part of the monthly deduction that pays for the cost of insurance; and
- (d) is the flat extra rate, shown under Policy Data.

If there have been increases in the Specified Amount, the Policy Value is allocated on a pro rata basis to the initial Specified Amount and each subsequent increase.

See the Decreases of the Specified Amount provision of the POLICY CHANGE section for how decreases impact the initial Specified Amount and each subsequent increase.

Cost of Insurance Rate

The cost of insurance rate used in the cost of insurance calculation is based on the sex, Insurance Age, years since issue, and risk classification of the Insured.

The cost of insurance rate used in the cost of insurance calculation for any increase in Specified Amount is based on the sex, Attained Insurance Age at the time of increase, years since increase, and risk classification of the Insured at the time of increase.

We may change cost of insurance rates from time to time. Any change in the cost of insurance rate will apply to all individuals of the same risk classification as the Insured. Cost of insurance rates will be determined by Us based on Our expectations of mortality, reinsurance costs, future investment earnings, persistency, expenses, and/or federal and state tax assumptions.

The cost of insurance rates will not exceed the guaranteed Maximum Monthly Cost of Insurance Rates shown under Policy Data and are based on the CSO Mortality Tables shown under Policy Data.

Interest Rate Used to Determine the Fixed Account and Interim Account Values

The interest rate applied in the calculation of value of the Fixed Account and interim account is the guaranteed interest rate shown under Policy Data. Interest in excess of the guaranteed rate may be applied in the calculation of these values. Excess interest rates used for the Fixed Account and interim account may be different. Any change in excess interest rates will be determined by Us based on Our expectations as to future investment earnings.

Interest in excess of the guaranteed interest rate shown under Policy Data will not be applied to the portion of the Policy Value which equals any Indebtedness due Us. Interest in excess of the guaranteed interest rate is nonforfeitable, except indirectly due to any applicable surrender charge.

Basis Used for Policy Values

We provide Cash Surrender Values that are at least equal to those required by Section 6A of the NAIC Universal Life Insurance Regulation, model #585.

Policy Value Credits

We may periodically apply a policy value credit to Your Policy Value. The requirements that must be met to receive any policy value credit are shown under Policy Data.

The amount of the policy value credit is determined by multiplying the policy value credit percentage times the Policy Value minus any Indebtedness at the time the calculation is made.

We reserve the right to calculate and apply any policy value credit annually, quarterly or monthly.

Any policy value credit will be allocated according to Your premium allocation percentages in effect. Any policy value credit is nonforfeitable, except indirectly due to any applicable surrender charges.

We reserve the right to change the policy value credit percentage based on Our expectations of future investment earnings, persistency, expenses, and/or federal and state tax assumptions. However, it will never be less than zero.

Receiving Information About the Values of this Policy

At least once a year, without charge, We will send to Your last known address a report that shows:

1. the Policy Value at the end of the previous and current report periods;
2. the current death benefit;

3. the premiums paid;
4. the interest credited by Us;
5. all charges since the last report;
6. Indebtedness on this policy; and
7. the current Cash Surrender Value.

At any time and without charge, We will provide a projection of future death benefits and Policy Values upon Written Request by You.

INDEXED ACCOUNT(S)

Indexed Account Overview

You may allocate all or a portion of Your Policy Value to one or more Indexed Accounts, for which interest will be credited based on the change in the closing value of the designated index. The Indexed Account(s) available on the Policy Date, as well as how indexed interest is calculated, are shown under Policy Data. We may add or discontinue Indexed Account(s).

Closing Value of the Index

In calculating the index growth rate, We will use the closing value of the index at the close of the New York Stock Exchange or the applicable exchange it is traded on. If no closing value is published for a given day, We will use the next published closing value.

Discontinuance of, or Substantial Change, to an Index

If an index is discontinued or if the calculation of the index is changed substantially, We may substitute a comparable. However, before a substitute index is used, We will notify You and any assignee of record of the substitution.

If no such comparable index is approved or it would not be prudent to substitute such an index, We reserve the right to stop offering the Indexed Account, in which case the value of the discontinued Indexed Account will be transferred to the Fixed Account.

Discontinuance of Indexed Account(s) by Us

We reserve the right to stop offering one or more Indexed Accounts. At that time, no premiums, transfers or segment maturity values can be allocated to the discontinued Indexed Account(s). The decision to discontinue an Indexed Account will be determined by Us based on Our expectations of persistency, utilization, expenses, and/or federal and state tax assumptions.

We may discontinue all Indexed Account(s) if We determine in Our sole discretion that this policy may be subject to registration under the Securities Act of 1933. At that time, no premiums or transfers will be allowed to the Indexed Account(s) and segment maturity values will be reallocated to the Fixed Account.

Segment Overview

Segment and Segment Start Date

A segment is the portion of an Indexed Account that is associated with a particular segment start date. A new segment will be created as a result of:

1. a transfer from the interim account on a sweep date, or
2. the reallocation of segment maturity value to the Indexed Account from any segment maturing on the same date.

However, if the sum of these values, excluding interest in the interim account, is less than the minimum transfer amount:

1. a new segment will not be created; and
2. the transfer from the interim account will not occur; and
3. the reallocation of any segment maturity value to the Indexed Account will be transferred to the interim account.

The date on which amounts are transferred or reallocated to the Indexed Account is referred to as the segment start date. Segment months, segment years, and segment terms are all measured from this date.

A segment will continue until the end of the segment term, which is referred to as the segment maturity date.

Segment Term

A segment term is the length of time a segment is open. Each segment begins on its segment start date and ends on its segment maturity date, which is determined by the segment term. The segment term for each Indexed Account is shown under Policy Data.

Segment Maturity

Segment maturity is the last day of a segment term.

At segment maturity, the following happens:

1. indexed interest is calculated as described under Policy Data and credited to the segment resulting in the segment maturity value;
2. the segment maturity value is reallocated to the Fixed Account and any available Indexed Account(s) according to the segment reallocation percentages in effect;
3. the maturing segment ends.

Each available Indexed Account will have a segment reallocation percentage. For the segment reallocation percentage, You may choose any whole percentage for each account from 0% to 100%. The sum of Your segment reallocation percentages must equal 100%. You may change the segment reallocation percentages at any time by Written Request or other requests acceptable to Us. Subject to the segment cut-off date, any change to the segment reallocation percentages will be effective for all segments of an Indexed Account maturing after Our receipt of the request.

In the absence of any instructions from You, the segment maturity value will be reallocated to the same Indexed Account, if available. If the Indexed Account is not available, the segment maturity value will be reallocated to the Fixed Account.

When We receive notice of claim for any rider paying benefits due to chronic or terminal illness, the segment reallocation percentages will be set to allocate all amounts to the Fixed Account. The segment reallocation percentages cannot be changed while on claim. Upon expiry of the claim, We must receive written instructions from You in order to change the segment reallocation percentages.

On the Insured's Attained Insurance Age 119 Anniversary, segment reallocation percentages will be set to allocate any segment maturity value to the Fixed Account, and may not be changed.

Sweep Dates

Sweep dates are the dates on which amounts in the interim account are transferred into a new segment of the corresponding Indexed Account. The initial sweep dates as of the issue date are shown under Policy Data. We reserve the right to change the day and frequency of the sweep dates. However, sweep dates will not occur less frequently than once per calendar quarter.

Segment Cut-off Date

A segment cut-off date is the date by which We must receive the following instructions in order for those items to be effective on a sweep date:

1. instructions for changes to the premium allocation percentages;
2. instructions for changes to the segment reallocation percentages at segment maturity.

Net Premiums, loan repayments, and transfers must be received by the close of business of any given segment cut-off date to be eligible for

transfer on the sweep date. Net Premiums, loan repayments, and transfers received between the segment cut-off date and sweep date will remain in the interim account and may be transferred to a new segment on the next sweep date, subject to the provisions of this policy.

Transfers to the Indexed Account

As long as the policy is In Force, You may by Written Request or other requests acceptable to Us transfer amounts in the Fixed Account to the available Indexed Account(s). The maximum transfer amount is the Fixed Account value, minus any Indebtedness. The amount of any such transfer will be allocated to the corresponding interim account on the date it is received.

Restrictions on Transfers

No transfers are allowed:

1. from a segment to the Fixed Account prior to segment maturity, except transfers due to loans taken or interest charged on Indebtedness;
2. from the Fixed Account to any Indexed Account after the Insured's Attained Insurance Age 119 Anniversary;
3. from the Fixed Account to any Indexed Account when the policy is in a transfer restriction period.

Transfer Restriction Period

A transfer restriction period is a 12-month period of time which begins on any date there is loan or withdrawal that is not part of a systematic distribution program from any Indexed Account(s), including the interim account(s). Any deduction from the Indexed Account(s) due solely to an increase in Indebtedness from interest charged on a loan will not trigger the start of a transfer restriction period.

During this period the following restrictions apply:

1. no transfers from the Fixed Account to any Indexed Account will be allowed; and
2. the premium allocation percentage will change to allocate all premium and loan repayments to the Fixed Account.

We reserve the right to shorten or eliminate the transfer restriction period.

Upon expiry of the transfer restriction period, We must receive Your Written Request or other requests acceptable to Us in order to transfer any amount in the Fixed Account to any Indexed Account or to change the premium allocation percentage.

POLICY SURRENDER PROVISIONS

Policy Surrender

You may surrender this policy for its Cash Surrender Value at any time by Written Request, or other requests acceptable to Us. Upon surrender for the full Cash Surrender Value, this policy will Terminate.

The Cash Surrender Value of this policy is:

1. the Policy Value at the time of surrender; minus
2. any Indebtedness on this policy; minus
3. any applicable surrender charges shown under Policy Data.

The Cash Surrender Value in any policy month beginning on a Policy Anniversary will not be less than it was on the Policy Anniversary after the monthly deduction then due, assuming there are no partial surrenders, loan interest, or other policy changes during that time.

For any surrender request, We reserve the right to postpone the payment for up to six months. If We postpone payment more than 30 days, We will also pay You interest. The interest paid will be at the guaranteed interest rate shown under Policy Data, based on the amount surrendered for the period We postpone the payment.

Partial Surrender

Subject to the rules below, You may partially surrender this policy by Written Request, or other requests acceptable to Us for an amount less than the Cash Surrender Value. A partial surrender fee will be applied as shown under Policy Data.

If death benefit option 1 is in effect, both the Specified Amount and the Policy Value will be reduced by the amount of the partial surrender and partial surrender fee. If death benefit option 2 is in effect, the Policy Value will be reduced by the amount of the partial surrender and partial surrender fee.

Various provisions of this policy may be affected by partial surrenders, including the no-lapse guarantee as described in the Premium section.

Rules for a Partial Surrender

The following rules shall apply to any partial surrender:

1. partial surrenders may not be made in the first policy year;
2. the minimum amount that may be surrendered is \$500;
3. the Policy Value, minus any Indebtedness, that remains must be at least the greater of \$250, or the remaining full surrender charges;
4. partial surrenders may not be made if the Specified Amount that remains In Force is less than the minimum Specified Amount allowed as shown under Policy Data.

We reserve the right to decline a request for a partial surrender that We determine would cause this policy to fail to qualify as life insurance under applicable tax laws.

POLICY LOANS

Borrowing Money on this Policy

By Written Request or other requests acceptable to Us, You may obtain a loan from Us whenever this policy has a Cash Surrender Value. This policy is the only security required for Your loan. A loan must be for at least \$500. We will pay interest on the Policy Value loaned at the guaranteed interest rate shown under Policy Data.

We will process Your loan request as soon as possible. We reserve the right to postpone Your loan for not more than six months unless the loan is used to pay premiums on any policies You have with Us.

Various provisions of this policy may be affected by loans, including the no-lapse guarantee as described in the Premiums section.

Maximum Loan Value of this Policy

You can borrow an amount up to the available loan value. The maximum loan value is the Policy Value minus surrender charges, minus any existing Indebtedness. We calculate the Policy Value as of the date of the loan. In determining the maximum loan value, We reserve the right to subtract monthly deductions and loan interest for three months.

Interest Rate for a Policy Loan

The loan interest rate is shown under Policy Data. Interest is charged daily and payable at the end of the policy year. If interest is not paid when it is due, it will be added to Your Indebtedness and charged the same interest rate as Your loan.

Any change in the loan interest rate will apply to all policies of the same class and duration. The loan interest rate will be based on Our expectations of future investment earnings, persistency expenses, and/or federal and state tax assumptions.

Loan Repayment

Your loan can be repaid in full or in part at any time before the Insured's death and while this policy is In Force. A loan that exists at the end of the grace period may not be repaid unless this policy is reinstated.

Repayments should be clearly marked as "loan repayments"; otherwise, they will be credited to this policy as premiums. Loan repayments must be in amounts of at least \$25.

Loan repayments will be allocated according to Your premium allocation percentages in effect.

Failure to Repay a Loan

Failure to repay a loan or to pay loan interest will not Terminate this policy unless the Cash Surrender Value is insufficient to cover the monthly deduction as provided in the Grace Period provision. This would happen if Indebtedness exceeded the Policy Value minus surrender charges.

PAYMENT OF POLICY PROCEEDS UPON DEATH OF INSURED

Payment of Proceeds

The Proceeds will be paid in a single sum unless a payment option has been selected. The date on which the Proceeds are paid in a lump sum or first placed under a payment option is the settlement date. The Proceeds will be paid upon receipt of the following:

1. due proof of death; and
2. information sufficient to determine Our liability and the appropriate payee legally entitled to the Proceeds; and
3. if Proceeds depend on the action of parties other than Us, the date that legal impediments to payment are resolved and sufficient evidence is provided to Us.

Proceeds shall accrue interest at the Option A interest rate, shown in Policy Data under the Payment of Policy Proceeds Option Tables, from the date of death to the settlement date, or as required by the state in which this policy is delivered..

Payment Options Other Than a Single Sum

During the Insured's lifetime, You may request in writing that We pay the Proceeds under one or more of the payment options shown below or change a prior election. You may elect other payment options not shown if We agree.

However, unless We agree otherwise, a payment option may be selected only if the payments are to be made to a natural person in that person's own right. Also, the amount of Proceeds placed under a payment option must be at least \$5,000.

Option A - Interest Payments

Payment of interest on the Proceeds placed under this option at the Option A interest rate, shown in Policy Data under the Payment of Policy Proceeds Option Tables, per year compounded annually. We will make regular interest payments at intervals and for a period that is agreeable to both You and Us. At the end of any payment interval, a withdrawal of Proceeds may be made in amounts of at least \$100. At any time, all of the Proceeds that remain may be withdrawn or placed under a different payment option approved by Us.

Option B - Payments for a Specified Period

Monthly payments for a specified number of years. The amount of each monthly payment for each \$1,000 placed under this option is shown in the Option B Table in Policy Data under the Payment of Policy Proceeds Option Tables. Monthly payments for years not shown will be furnished upon request.

Option C - Lifetime Income

Monthly payments for the life of the person (the payee) who is to receive the income. Payments will be guaranteed for either 5, 10, or 15 years. The amount of each monthly payment for each \$1,000 placed under this option will be based on Our Table of Settlement rates in effect at the time of the first payment. The amounts will not be less than those in the Option C Table, shown in Policy Data under the Payment of Policy Proceeds Option Tables, for the sex and age of the payee on the due date of the first payment. Monthly income amounts for any age not shown in the Option C Table will be furnished upon request.

Beneficiary Request of Payment Option

After the Insured's death but before any Proceeds are paid, the beneficiary may select a payment option by Written Request on a form satisfactory to Us.

However, You may provide that the beneficiary will not be permitted to change the payment option You have selected.

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY WITH INDEXED-LINKED INTEREST OPTION(S)

- Policy continues until death, surrender, or lapse.
- Death benefit payable at Insured's death.
- Flexible premiums payable as provided herein. Benefits, values and periods of coverage are based on actual premiums paid, interest credited and charges. Interest rates and charges are subject to change by Us described herein.
- This policy is nonparticipating. Dividends are not payable.
- While policy values may be affected by an external index or indices, the policy does not directly participate in any stock or equity investment.

RiverSource Life Insurance Company

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Minneapolis, MN 55474

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OVERLOAN PROTECTION BENEFIT

This benefit is part of the policy to which it is attached. This benefit is subject to all terms and provisions of the policy unless changed by this benefit. This benefit does not increase the policy values. Before it is exercised this benefit does not change the policy value available for loans.

Overloan Protection Benefit

If exercised, this benefit prevents the policy from entering the grace period. This benefit can only be exercised if all of the conditions below are met.

Conditions

These conditions must be met in order to exercise this benefit:

1. The policy has been in force for at least the minimum policy duration shown for this benefit under Policy Data;
2. The Insured's Attained Insurance Age is greater than or equal to the minimum age listed under Policy Data but less than the maximum age listed under Policy Data;
3. Policy Indebtedness must be greater than the current Specified Amount and greater than or equal to the Indebtedness percentage of the policy value shown under Policy Data;
4. The Cash Surrender Value is sufficient to pay the exercise charge;
5. The death benefit option in effect is option 1;
6. The policy has not entered the grace period;
7. The policy is not a Modified Endowment Contract, as defined by Section 7702A of the Internal Revenue Code, and exercising this benefit does not cause the policy to become a Modified Endowment Contract;
8. No current or future distributions will be required from the policy to maintain its qualification for treatment as a life insurance policy under the Internal Revenue Code;
9. The sum of partial surrenders taken to date are greater than or equal to the amount that can be withdrawn from the policy without federal income tax;
10. Benefits are not currently being received under the Waiver of Monthly Deduction Rider or Waiver of Premium Rider;

11. There have been no accelerations of the death benefit.

If all conditions have been met, You may exercise this benefit by sending Us a Written Request dated and signed by You.

Exercise Date

If You exercise this benefit, it will be effective on the monthly date on or next following Our receipt of Your request, provided all conditions are met. Exercising this benefit is irrevocable.

Exercise Charge

If You exercise this benefit, a one-time charge will be deducted from the policy value. The charge will be a percentage of the policy value, not to exceed the maximum exercise charge as shown under Policy Data. There is no charge if this benefit is not exercised.

Effect on the Policy

The following changes to Your policy will occur if You exercise this benefit:

1. Premium payments will no longer be accepted, however loan repayments are still allowed;
2. Monthly deductions will no longer be taken;
3. Partial surrenders will no longer be available;
4. Additional loans will no longer be available;
5. Any outstanding Indebtedness will remain and interest will be charged at the then current loan interest rate;
6. Any applicable no-lapse guarantee or death benefit guarantee will no longer be in effect and cannot be reinstated;
7. Changes to the death benefit option will no longer be allowed;

8. Changes to the Specified Amount will no longer be allowed;
9. All riders attached to the policy will Terminate;
10. If this benefit is attached to a variable life insurance policy or a life insurance policy with index-linked interest option(s), the following changes will also occur:
 - a) any value in the subaccounts will be transferred to the Fixed Account;
 - b) transfers or new premium payments to the subaccounts or Indexed Accounts will no longer be allowed;
 - c) any loan repayments will be repaid to the Fixed Account;
 - d) any maturing segment value will be reallocated to the Fixed Account.

Notification

At the time the benefit first becomes eligible for exercise, We will send You a written notice.

RiverSource Life Insurance Company

Secretary

Effect on Policy Death Benefit

Once the benefit has been exercised, the death benefit will be the applicable percentage in the table shown under Policy Data, as amended by any endorsements, multiplied by the greater of the policy value or Indebtedness. Once the benefit is exercised, We will send You notification of the changes to the policy.

Termination

This benefit Terminates upon termination of the policy.

Reinstatement

If the policy to which this benefit is attached Terminates and is later reinstated, this benefit will be reinstated.

Effective Date

This benefit is issued as of the Policy Date, unless a different date is shown here.

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Waiver of Monthly Deduction Rider for Total Disability

Based on the application for this rider and the payment of its monthly deduction, this rider is made a part of the policy. This rider is subject to all policy terms and provisions unless this rider changes them. This rider does not increase Your policy values.

Rider Benefit

We will waive the monthly deductions for the policy if the Insured becomes Totally Disabled and meets the requirements described in this rider.

Total Disability must begin while this rider is in force and must continue for a period of 180 consecutive days, except that the 180 consecutive days may be interrupted by a period of up to 20 accumulated days during which the Insured is not Totally Disabled.

If Total Disability begins before the Insured's Attained Insurance Age 60 Anniversary, We will waive monthly deductions until the Insured's Attained Insurance Age 120 Anniversary.

If Total Disability begins on or after the Insured's Attained Insurance Age 60 Anniversary, We will waive monthly deductions until the greater of the Insured's Attained Insurance Age 65 Anniversary, or 2 years (24 months) following the date Total Disability begins. The waived monthly deductions will not be deducted from the policy Proceeds.

The waiver of monthly deductions will apply to this rider and all other riders attached to the policy unless stated otherwise under Policy Data.

Until Your claim is approved, You must pay the premiums needed so that Your policy does not lapse, as provided in the grace period provision of the policy. We will also take monthly deductions as usual.

If Total Disability begins within the grace period for the policy, payment of premium sufficient to avoid lapse of the policy must be made, before We approve the waiver benefit.

If We approve Your claim, premiums you paid during Total Disability that exceed the amount required to prevent policy lapse will be refunded to You, if You so request.

If We approve Your claim, monthly deductions taken during Total Disability will be restored to the policy value. The policy value will then be equal to the policy value as if the monthly deductions were never taken.

For any month that the monthly deductions are waived, any minimum initial premium and any no lapse guarantee premium, as described in the Premiums section of the policy, for that month will be zero.

Definition of Total Disability

Total Disability must begin while this rider is in force. During the first 24 months, Total Disability means the complete inability of the Insured, due to bodily injury or disease, to perform all of the material and substantial duties of his or her regular occupation at the time of disability. After 24 months of such continuous disability, Total Disability will mean the Insured's complete inability to engage in any gainful occupation for which he or she is reasonably fitted by education, training, or experience.

Recurrent Disability

Once the waiver benefit has been approved and the Insured should then unsuccessfully attempt to return to work, We will not require the Insured to re-qualify for the benefit if the later Total Disability is considered a reoccurrence of the prior period of Total Disability. We will consider a Total Disability to be a reoccurrence of a prior period of Total Disability if:

1. the prior and later Total Disability are due to the same or related cause; and
2. the later period of Total Disability occurs within 31 days of the prior period of Total Disability.

Certain Losses Considered Total Disability

The total and irrecoverable loss of the following will also be considered Total Disability even if the Insured performs in an occupation:

1. the sight of both eyes; or
2. the use of both hands; or
3. the use of both feet; or
4. the use of one hand and one foot.

Such loss must occur or first appear after the effective date of this rider and while the rider is in effect.

Rider Exclusions

We will waive any monthly deduction if Total Disability results from or is contributed to by:

1. intentionally self inflicted injuries; or
2. war, declared or not, act of war, or any type of military conflict; or
3. active participation in a riot, insurrection or terrorist activity; or
4. voluntary intake or use by any means of any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
5. voluntary intake or use by any means of any poison, gas or fumes, unless a direct result of an occupational accident; or
6. participation in an illegal occupation or activity.

Coverage Under the Policy During Disability

During a period of Total Disability, You may not:

1. increase the specified amount of the policy; or
2. make changes to the death benefit option; or
3. increase any benefits under the policy or any riders attached to it.

Proof of Total Disability

We must receive proof of Total Disability in Our home office within one year after the monthly date of the monthly deduction that You ask Us waive. If You do not give Us proof within this time, Your claim will not be affected if proof was given as soon as reasonably possible. Otherwise, We will not waive monthly deductions made more than one year before proof was furnished.

At reasonable intervals, not more frequently than every 30 days, We have the right to require proof, including a medical examination, that Total Disability is continuing. If We require a medical examination as proof, it will be at Our expense. After 2 years We will only require proof no more than once in any 12 month period. If such proof is not given when required, no further premiums will be waived.

Waiver of Monthly Deduction for Involuntary Unemployment

After this rider has been in force during the Insured's lifetime for 12 months from its effective

This rider is issued as of the Policy Date of the policy unless a different date is shown here.

RiverSource Life Insurance Company



Secretary

date, and after the Insured has collected involuntary unemployment benefits for 90 consecutive days, monthly deductions due during the 12 months following the start of involuntary unemployment benefits will be waived. Monthly deductions that were due and paid during the first 90 consecutive days that the Insured collected involuntary unemployment benefits, will be restored to the policy value. The waiver of monthly deduction benefit for involuntary unemployment is available one time during the Insured's lifetime.

To be eligible for this waiver, the Insured must submit to Us proof of involuntary unemployment in the form of a determination letter from the appropriate jurisdiction's Department of Labor indicating that the Insured has qualified for involuntary unemployment benefits and has been receiving involuntary unemployment benefits for 90 consecutive days.

Any claim of Total Disability that becomes effective while monthly deduction are being waived due to involuntary unemployment will terminate the waiver of monthly deduction due to involuntary unemployment.

Monthly Deduction for the Cost of This Rider

While this rider is in force, a monthly deduction for the cost of this rider is taken from the policy value. The monthly deduction amount for this rider can be determined from the Waiver of Monthly Deduction Rider for Total Disability Guaranteed Maximum Monthly Cost of Insurance Rates shown under Policy Data.

Rider Incontestability

After this rider has been in force during the Insured's lifetime for two years from its effective date, We cannot contest this rider. The two year period will not include time during which the Insured is Totally Disabled.

Rider Termination

Coverage under this rider will end on the earliest of the following:

1. the monthly date on or next following receipt of Your Written Request for coverage to end; or
2. the Insured's Attained Insurance Age 65 Anniversary; or
3. the date the policy Terminates.

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Waiver of Premium Rider for Total Disability

Based on the application for this rider and the payment of its monthly deduction, this rider is made a part of the policy. This rider is subject to all policy terms and provisions unless this rider changes them. This rider does not increase Your policy values.

Rider Benefit

We will, as described below, add to the policy value the specified premium as shown under Policy Data, or waive the monthly deduction for the policy if the Insured becomes Totally Disabled and meets the requirements described in this rider.

Total Disability must begin while this rider is In Force and must continue for a period of 180 consecutive days, except that the 180 consecutive days may be interrupted by a period of up to 20 accumulated days during which the Insured is not Totally Disabled.

If Total Disability begins before the Insured's Attained Insurance Age 60 Anniversary, the rider benefit, as described in the next paragraph, will be provided while Total Disability continues until the Insured's Attained Insurance Age 120 Anniversary.

If Total Disability begins on or after the Insured's Attained Insurance Age 60 Anniversary, the rider benefit, as described in the next paragraph, will be given while Total Disability continues until the greater of the Insured's Attained Insurance Age 65 Anniversary, or 2 years (24 months) following the date Total Disability begins.

The rider benefit provided will be based upon the Insured's Attained Insurance Age. Prior to the Insured's Attained Insurance Age 65 Anniversary, We will add to the policy value the specified premium, or waive the monthly deduction if higher. On or after the Insured's Attained Insurance Age 65 Anniversary, We will waive the monthly deduction. The waived premiums or waived monthly deductions will not be deducted from the policy Proceeds.

The addition to the policy value of the specified premium, or waiver of the monthly deduction, will also apply to this rider and all other riders attached to the policy unless stated otherwise under Policy Data.

Until Your claim is approved, You must pay the premiums needed so that Your policy does not lapse, as provided in the grace period provision of the policy. We will also take monthly deductions as usual.

If Total Disability begins within the grace period for the policy, payment of premium sufficient to avoid lapse of the policy must be made, before We approve the waiver benefit.

If We approve Your claim, premiums you paid during Total Disability that exceed the amount required to prevent policy lapse will be refunded to You, if You so request.

Any specified premiums that are eligible to be added to the policy value, that were not added to the policy value during Total Disability, will be added to the policy value. The policy value will then be equal to the policy value as if the specified premiums were added to policy cash value each Monthly Date they were eligible to be added.

Any monthly deductions that are eligible for waiver and were taken during Total Disability will be restored to the policy value as if the monthly deductions were never taken.

For any month that the specified premium is added to the policy value or the monthly deduction is waived, the minimum initial premium and any no lapse guarantee premium, as described in the Premiums section of the policy, for that month will be zero.

Definition of Total Disability

Total Disability must begin while this rider is In Force. During the first 24 months, Total Disability means the complete inability of the Insured, due to bodily injury or disease, to perform all of the material and substantial duties of his or her regular occupation at the time of disability. After 24 months of such continuous disability, Total Disability will mean the Insured's complete inability to engage in any gainful occupation for which he or she is reasonably fitted by education, training, or experience.

Recurrent Disability

Once the waiver benefit has been approved and the Insured should then unsuccessfully attempt to return to work, We will not require the Insured to re-qualify for the benefit if the later Total Disability is considered a reoccurrence of the prior period of Total Disability. We will consider a Total Disability to be a reoccurrence of a prior period of Total Disability if:

1. the prior and later Total Disability are due to the same or related cause; and
2. the later period of Total Disability occurs within 31 days of the prior period of Total Disability.

Certain Losses Considered Total Disability

The total and irrecoverable loss of the following will also be considered Total Disability even if the Insured performs in an occupation:

1. the sight of both eyes; or
2. the use of both hands; or
3. the use of both feet; or
4. the use of one hand and one foot.

Such loss must occur or first appear after the effective date of this rider and while the rider is in effect.

Rider Exclusions

We will not add to the policy value the specified premium or waive any monthly deduction if Total Disability results from or is contributed to by:

1. intentionally self inflicted injuries; or
2. war, declared or not, act of war, or any type of military conflict; or
3. active participation in a riot, insurrection or terrorist activity; or
4. voluntary intake or use by any means of any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
5. voluntary intake or use by any means of any poison, gas or fumes, unless a direct result of an occupational accident; or
6. participation in an illegal occupation or activity.

Coverage Under the Policy During Disability

During a period of Total Disability, You may not:

1. increase the specified amount of the policy; or
2. make changes to the death benefit option; or
3. increase any benefits under the policy or any riders attached to it.

Proof of Total Disability

We must receive proof of Total Disability in Our home office within one year after the Monthly Date of Your request for Us to add to the policy value the specified premium, or waive the monthly deduction. If You do not give Us proof within this time, Your claim will not be affected if proof was given as soon as reasonably possible. Otherwise, We will not add the specified premium to the policy value, refund any specified premium, or credit any monthly deduction made more than one year before proof was furnished.

At reasonable intervals, not more frequently than every 30 days, We have the right to require proof, including a medical examination, that Total Disability is continuing. If We require a medical examination as proof, it will be at Our expense. After 2 years We will only require proof no more than once in any 12 month period. If such proof is not given when required, no further additions to the policy value of the specified premium, or waiver of the monthly deduction will be made.

Waiver of Monthly Deduction for Involuntary Unemployment

After this rider has been In Force during the Insured's lifetime for 12 months from its effective date, and after the Insured has collected involuntary unemployment benefits for 90 consecutive days, monthly deductions due during the 12 months following the start of involuntary unemployment benefits will be waived. Monthly deductions that were due and paid during the first 90 consecutive days that the Insured collected involuntary unemployment benefits, will be restored to the policy value. The waiver of monthly deduction benefit for involuntary unemployment is available one time during the Insured's lifetime.

To be eligible for this waiver, the Insured must submit to Us:

1. proof of involuntary unemployment in the form of a determination letter from the appropriate jurisdiction's Department of Labor indicating that the Insured has qualified for involuntary unemployment benefits; and
2. has been receiving involuntary unemployment benefits for 90 consecutive days.

Any claim of Total Disability that becomes effective while monthly deductions are being waived due to involuntary unemployment will terminate the waiver of monthly deduction due to involuntary unemployment.

Monthly Deduction for the Cost of This Rider

While this rider is In Force, a monthly deduction for the cost of this rider is taken from the policy value. The monthly deduction amount for this rider can be determined from the Waiver of Premium Rider for Total Disability Guaranteed Maximum Monthly Cost of Insurance Rates shown under Policy Data.

Rider Incontestability

After this rider has been In Force during the Insured's lifetime for two years from its effective date, or for two years from the effective date of any increase in specified premium We cannot contest this rider. The two year period will not include time during which the Insured is Totally Disabled.

Decreases to the Specified Premium

While this rider is In Force, You may decrease the specified premium once per year by Written Request. You may not make any decrease to the specified premium during a period of Total Disability for the Insured. The decrease may only be made after the first year and any decrease will be effective on the Monthly Date on or following Our receipt of Your Written Request.

This rider is issued as of the Policy Date of the policy unless a different date is shown here.

RiverSource Life Insurance Company



Secretary

Increases to the Specified Premium

While this rider is In Force, You may increase the specified premium if there is an increase in the policy's specified premium amount as described on the Policy Change section of the policy. You may not increase the specified premium during a period of Total Disability for the Insured. Increases are subject to the following rules:

1. You must apply for an increase by Written Request on a form satisfactory to Us.
2. You must furnish satisfactory evidence of insurability of the Insured.
3. Any increase will be subject to Our issue rules and limits at the time of the increase.
4. The minimum increase to the specified premium is \$100.00.
5. Any increase will be effective on the Monthly Date on or next following the date Your application is approved.

Rider Termination

Coverage under this rider will end on the earliest of the following:

1. the Monthly Date on or next following receipt of Your Written Request for coverage to end; or
2. the Insured's Attained Insurance Age 65 Anniversary; or
3. the date the policy Terminates.

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Death Benefit Option 3 Endorsement

This endorsement is made a part of the policy to which it is attached. It changes certain terms of the policy:

The provision titled **Death Benefit Options** in the **DEATH BENEFITS** section of the policy is hereby replaced with the following:

Death Benefit Options

The initial death benefit option is shown under Policy Data. While this policy is In Force, You may change the option as explained in the Policy Change section, or as limited by any attached riders or endorsements.

Option 1

The amount under this option will be the Specified Amount.

Option 2

The amount under this option will be the Specified Amount plus the policy value of this policy.

Option 3

The amount under this option will be:

1. the Specified Amount; plus
2. the sum of all premium payments; minus
3. any partial surrenders; minus
4. any partial surrender fees.

The initial Specified Amount is shown under Policy Data. Such amount may be changed as explained in the Policy Change section.

The provision titled **Changes to the Death Benefit Options** in the **POLICY CHANGE** section of the policy is hereby replaced with the following:

Changes to the Death Benefit Option

Prior to the Insured's Attained Insurance Age 120 Anniversary, You may change the death benefit option once per year by Written Request. The change in option will be effective on the Monthly Date on or next following the date We approve Your request.

If the death benefit option is 2, it may be changed to option 1. The new Specified Amount will be the option 2 death benefit as of the effective date of change.

If the death benefit option is 1, it may be changed to option 2. The new Specified Amount will be the option 1 death benefit minus the policy value as of the effective date of change.

If the death benefit option is 3, it may be changed to option 1. The new Specified Amount will be the option 3 death benefit as of the effective date of death benefit option change.

You may not change to death benefit option 3.

You may not change from death benefit option 3 to death benefit option 2.

The death benefit after a change may not be less than the minimum Specified Amount allowed as shown under Policy Data.

We reserve the right to decline to make any death benefit option change that We determine would cause this policy to fail to qualify as life insurance under applicable tax laws.

The provision titled **Partial Surrender** in the **POLICY SURRENDER PROVISIONS** section of the policy is hereby replaced with the following:

Partial Surrender

Subject to the rules below, You may partially surrender this policy by Written Request, or other requests acceptable to Us for an amount less than the Cash Surrender Value. A partial surrender fee will be applied as shown under Policy Data.

If death benefit option 1 is in effect, both the Specified Amount and the policy value will be reduced by the amount of the partial surrender and partial surrender fee. If either death benefit option 2 or death benefit option 3 is in effect, the policy value will be reduced by the amount of the partial surrender and partial surrender fee.

Various provisions of this policy may be affected by partial surrenders, including the no-lapse guarantee as described in the Premium section.

RiverSource Life Insurance Company

A handwritten signature in black ink, appearing to read "Thomas R. Brown", is enclosed within a red rectangular box.

Secretary

SERFF Tracking Number: AEMN-127219818 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 49284
 Company Tracking Number: 132298
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life
 Project Name/Number: FUL/IUL/132298

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Readability Certification AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Application forms 134851 and 133081 were approved on 02/17/2010 as file number 44823		

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification		
Bypass Reason: Request to bypass this requirement as it is n/a to this life policy form filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: Request to bypass this requirement as it is n/a to this life policy form filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Sample rated policy data pages		
Comments:		
Attachments: FUL temp flat extra print 7-7-11.pdf		

SERFF Tracking Number: AEMN-127219818 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 49284
 Company Tracking Number: 132298
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life
 Project Name/Number: FUL/IUL/132298

IUL Temp flat extra print.pdf

Item Status: **Status**
Date:

Satisfied - Item: Statements of Variability for forms

Comments:

Attachments:

- FUL SOV AR.pdf
- IUL SOV AR.pdf
- SOV DB3.pdf
- SOV OLP.pdf
- SOV WMD.pdf
- SOV WP.pdf

Item Status: **Status**
Date:

Satisfied - Item: Actuarial memos and attachments

Comments:

Attachments:

- Memorandum Foundations UL 2011 - FINAL - non-compact.pdf
- FUL Attachment 4 - Surrender Charges.pdf
- FUL Attachment 5 - SNFL max Ex.pdf
- FUL Attachment 6 - SNFL unamortized portion Ex EOY 5.pdf
- FUL Attachment 7-A and 7-B SNFL.pdf
- IUL Attachment 1 CVAT.pdf
- IUL Attachment 1 GPT.pdf
- IUL Attachment 2 - Indexed Interest Example.pdf
- IUL Attachment 3 - Guaranteed COI.pdf
- IUL Attachment 4 - Guaranteed Monthly Admin.pdf
- FUL Attachment 1 - Corridor Factors - CVAT.pdf
- FUL Attachment 1 - Corridor Factors - GPT.pdf
- FUL Attachment 2 - Guaranteed COI.pdf
- FUL Attachment 3 - Guaranteed Monthly Admin updated June 30.pdf
- IUL Attachment 5 - Surrender Charges - updated June 30.pdf
- IUL Attachment 6-A and 6-B SNFL.pdf
- Memorandum Foundations IUL 2011 - Final - AR.pdf

SERFF Tracking Number: AEMN-127219818 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 49284
Company Tracking Number: 132298
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life
Project Name/Number: FUL/IUL/132298

Item Status:

**Status
Date:**

Satisfied - Item: Certifications in response to
objection of July 18

Comments:

Attachments:

ar cert.pdf
ar cert index.pdf
arconsent.pdf
arconsentcv.pdf

**RiverSource Life Insurance Company
70100 Ameriprise Financial Center
Minneapolis, MN 55474**

CERTIFICATION OF READABILITY

Forms: Life Insurance Policy Form 132298-AR
Life Insurance Policy Form 132300-AR
Waiver of Monthly Deduction Rider 132301
Waiver of Premium Rider 132302
Overloan Protection Benefit 132293
Death Benefit Option 3 Endorsement 132303

RiverSource Life Insurance Company certifies, to the best of its knowledge and belief, that the above policy forms meets the minimum reading ease score as set forth in your state's Policy Language Simplification Act.

The Flesch Reading Ease Score obtained for each form is listed below:

Form 132298-AR	51.6
Form 132300-AR	51.6
Form 132301	50.4
Form 132302	50.1
Form 132293	50.6
Form 134057	51.1
Form 132303	60.4

July 11, 2011



Bonnie Foley
Assistant Secretary
RiverSource Life Insurance Company

Policy Data

<u>Insured</u>	<u>Issue Age</u>	<u>Risk Classification</u>
[John Doe]	[35]	[Male Substandard Nontobacco]
Policy Number: 9090-01234567		Policy Date: [September 15, 2011]
Type of Policy: Flexible Premium Adjustable Life		Monthly Date: [15]
[RiverSource Foundations UL Estate Series]		Initial Specified Amount: [\$1,000,000]
Minimum Specified Amount Allowed:	Policy Year 1: \$ 1,000,000 years 2 - 5: 750,000 years 6 - 10: 500,000 years 11 - 15: 250,000 thereafter: 1,000	Initial Death Benefit Option: [Option 1]
		Life Insurance Qualification Test: [Guideline Premium Test]

[Substandard Risk Classification - Monthly per \$1,000 Flat Extra Rate \$416.67 for 3 years]

Premium Information

Initial Premium: [\$435.31]	Scheduled Premium: [\$5,230.00 per year payable annually]
No-lapse Guarantee premium: [\$435.31 per month]	No-lapse Guarantee period: [15 years]

Coverage will expire prior to death if no premiums are paid following payment of the initial premium, or subsequent premiums are insufficient to continue coverage. The payment of scheduled premiums or unscheduled premiums in any amount or frequency will not guarantee that the policy will remain In Force unless the premiums needed to keep the no-lapse guarantee in effect have been paid.

Interest and Loan Information

Guaranteed Interest Rate: [2.5%] per year	Guaranteed Loan Interest Rate All Policy Years: [4.5%] per year
Guaranteed Interest Rate Factor: [1.0020598363]	

Fees and Deductions

Guaranteed Premium Expense Charge All Policy Years: [3%]	Guaranteed Policy Fee All Policy Years: [\$15.00] per month
Guaranteed Administrative Charge Policy Years 1-20: \$ 88.00 per month Policy Years 20+: \$ 60.00 per month	Partial Surrender Fee: [\$25 or 2%] of amount surrendered, whichever is less

Table of Surrender Charges

<u>Policy Year</u>	<u>Beginning of Year</u>
1-5	\$ 19,940.00
6	19,773.83
7	17,779.83
8	15,785.83
9	13,791.83
10	11,797.83
11	9,803.83
12	7,809.83
13	5,815.83
14	3,821.83
15	1,827.83

This table applies to the initial Specified Amount for the first 15 years. After 5 years, surrender charges decrease on a monthly basis. Additional surrender charges will apply to each increase in Specified Amount for 15 years after the effective date of increase.

Policy Credit

Policy Value Credit Requirements

To receive any available credit one of the following conditions must be met:

1. the policy has been In Force for at least 10 years; or
2. the sum of the premiums paid, minus partial surrenders and partial surrender fees, minus outstanding Indebtedness equals or exceeds \$100,000.

Life Insurance Qualification Test: Guideline Premium Test

Death Benefit Percentage Table

<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>	<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>	<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>
40 or less	250	55	150	70	115
41	243	56	146	71	113
42	236	57	142	72	111
43	229	58	138	73	109
44	222	59	134	74	107
45	215	60	130	75-90	105
46	209	61	128	91	104
47	203	62	126	92	103
48	197	63	124	93	102
49	191	64	122	94	101
50	185	65	120	95-119	100
51	178	66	119		
52	171	67	118		
53	164	68	117		
54	157	69	116		

Schedule of Benefits and Riders

	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Monthly Cost of Insurance</u>
Flexible Premium Adjustable Life	[September 15, 2011]	see policy form	see policy form

Waiver of Monthly
Deduction Rider
for Total Disability

See Policy Data Supplemental Page for information on this rider

CSO Mortality Tables

2001 Commissioner's Standard Ordinary (CSO) Mortality Table; Smoker or Nonsmoker; Male or Female; Age Nearest Birthday

Ages 17 and Under

2001 Commissioner's Standard Ordinary Mortality Table; Male or Female; Age Nearest Birthday.

Male Rate Table

**Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 for
Male Insureds with a Standard Non-Tobacco Risk Classification***

<u>Attained Age</u>	<u>Standard Non-Tobacco</u>						
0	\$0.0800	30	\$0.0850	60	\$0.7450	90	\$16.9075
1	0.0450	31	0.0825	61	0.8300	91	18.4150
2	0.0325	32	0.0825	62	0.9325	92	20.0150
3	0.0225	33	0.0850	63	1.0475	93	21.7325
4	0.0175	34	0.0875	64	1.1675	94	23.5850
5	0.0175	35	0.0900	65	1.2975	95	25.5725
6	0.0175	36	0.0950	66	1.4275	96	27.4300
7	0.0175	37	0.1000	67	1.5600	97	29.4575
8	0.0175	38	0.1075	68	1.7025	98	31.6725
9	0.0175	39	0.1125	69	1.8500	99	34.0975
10	0.0175	40	0.1200	70	2.0300	100	36.7700
11	0.0225	41	0.1300	71	2.2300	101	38.9500
12	0.0275	42	0.1425	72	2.4950	102	41.3350
13	0.0325	43	0.1575	73	2.7775	103	43.9450
14	0.0375	44	0.1750	74	3.0725	104	46.8125
15	0.0500	45	0.1925	75	3.3975	105	49.9250
16	0.0600	46	0.2125	76	3.7525	106	53.3625
17	0.0700	47	0.2325	77	4.1675	107	57.1725
18	0.0750	48	0.2425	78	4.6525	108	61.4175
19	0.0775	49	0.2575	79	5.2175	109	66.1725
20	0.0775	50	0.2750	80	5.8375	110	71.5275
21	0.0775	51	0.2975	81	6.5500	111	77.6150
22	0.0775	52	0.3300	82	7.2975	112	83.3325
23	0.0800	53	0.3625	83	8.1075	113	83.3325
24	0.0800	54	0.4050	84	9.0150	114	83.3325
25	0.0800	55	0.4575	85	10.0400	115	83.3325
26	0.0850	56	0.5125	86	11.1900	116	83.3325
27	0.0875	57	0.5700	87	12.4650	117	83.3325
28	0.0875	58	0.6200	88	13.8475	118	83.3325
29	0.0850	59	0.6775	89	15.3325	119	83.3325

Male Rate Table

**Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000
for Male Insureds with a Standard Tobacco Risk Classification***

<u>Attained Age</u>	<u>Standard Tobacco</u>						
		30	\$0.1500	60	\$1.3675	90	\$19.8800
		31	0.1500	61	1.5050	91	21.3775
		32	0.1500	62	1.6750	92	22.9325
		33	0.1550	63	1.8625	93	24.5700
		34	0.1600	64	2.0550	94	26.3000
		35	0.1650	65	2.2450	95	28.2550
		36	0.1750	66	2.4300	96	30.0200
		37	0.1850	67	2.6075	97	31.9175
		38	0.2000	68	2.7975	98	33.9650
		39	0.2125	69	2.9850	99	36.1825
		40	0.2300	70	3.2125	100	38.5875
		41	0.2525	71	3.4625	101	40.4550
		42	0.2775	72	3.8025	102	42.4650
		43	0.3075	73	4.1475	103	44.6300
		44	0.3425	74	4.4950	104	46.9650
		45	0.3800	75	4.9025	105	50.0725
		46	0.4150	76	5.3375	106	53.5050
		47	0.4550	77	5.8450	107	57.3150
18	\$0.0925	48	0.4775	78	6.4325	108	61.5525
19	0.1000	49	0.5025	79	7.1075	109	66.3050
20	0.1050	50	0.5375	80	7.8325	110	71.6575
21	0.1100	51	0.5800	81	8.6525	111	77.7400
22	0.1150	52	0.6400	82	9.4875	112	83.3325
23	0.1200	53	0.7050	83	10.3725	113	83.3325
24	0.1275	54	0.7900	84	11.3425	114	83.3325
25	0.1350	55	0.8825	85	12.4975	115	83.3325
26	0.1425	56	0.9800	86	13.7800	116	83.3325
27	0.1500	57	1.0800	87	15.1775	117	83.3325
28	0.1500	58	1.1600	88	16.6725	118	83.3325
29	0.1500	59	1.2550	89	18.2450	119	83.3325

***For Insureds with a super preferred or preferred risk classification, the corresponding standard non-tobacco or standard tobacco guaranteed maximum monthly cost of insurance rates will apply.**

***For Insureds with other than a super preferred, preferred or standard risk classification, the guaranteed monthly cost of insurance rates are calculated by multiplying the monthly rates by the Substandard Class Risk Factor shown under Policy Data.**

You may apply for a change in risk classification for Insureds who are at least Attained Insurance Age 18, and no more than Attained Insurance Age 119, subject to Our underwriting rules and requirements at the time the change is requested.

There are no cost of insurance charges on or after Attained Insurance Age 120.

Payment of Policy Proceeds Option Tables

Option A Interest

Option A Interest Rate: 1%

Interest in excess of the Option A Interest Rate may be applied by Us. Excess interest will be determined by Us based on Our future investment earnings.

Option B Table

<u>Number of Years</u>	<u>Monthly Payment/\$1000</u>
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

Option C Table

M = Male F = Female

**Life Income per \$1,000 with
Payments Guaranteed for**

<u>Age Payee</u>	<u>Settlement Beginning In Year</u>	<u>5 Years</u>		<u>10 Years</u>		<u>15 Years</u>	
		<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>
65	2015	4.54	4.10	4.46	4.06	4.31	3.99
	2025	4.39	3.97	4.32	3.94	4.19	3.88
	2035	4.25	3.86	4.19	3.84	4.08	3.79
75	2015	6.41	5.77	5.99	5.53	5.39	5.14
	2025	6.13	5.52	5.78	5.33	5.27	5.01
	2035	5.88	5.30	5.59	5.15	5.16	4.88
85	2015	9.63	9.02	7.85	7.61	6.22	6.16
	2025	9.20	8.56	7.68	7.40	6.18	6.10
	2035	8.81	8.16	7.50	7.20	6.14	6.05

The table above is based on the "2000 Individual Annuitant Mortality Table A" at 2.00% with 100% Projection Scale G. Settlement rates for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the table above. We will furnish such rates upon request.

Policy Data Supplemental Page

Waiver of Monthly Deduction Rider for Total Disability

Effective Date: September 15, 2011
 Expiration Date: see rider form
 Risk Factor: 2.0

**Waiver of Monthly Deduction Rider for Total Disability
 Monthly Cost of Insurance Rates**

The monthly deduction for the cost of this rider is equal to the sum of A + B described below.

A is the result of $\frac{1 \times (2 - 3)}{1000}$, where:

- (1) is the WMD Rate from the table below, based on the then Attained Insurance Age of the Insured;
- (2) is the base policy's death benefit, divided by the guaranteed interest rate factor shown under Policy Data;
- (3) is the base policy's value at the beginning of the policy month. At this point, the policy value has been reduced by the monthly deduction except for the part of the monthly deduction that pays for the cost of insurance and for the cost of this rider.

B is the monthly cost of this rider for any additional riders attached to the policy.

Waiver of Monthly Deduction Rate*

<u>Attained Insurance Age of Insured</u>	<u>Standard Non-tobacco</u>	<u>Standard Tobacco</u>	<u>Attained Insurance Age of Insured</u>	<u>Standard Non-tobacco</u>	<u>Standard Tobacco</u>
20	\$0.00634	\$0.01195	45	\$0.02152	\$0.04171
21	0.00732	0.01308	46	0.02283	0.04562
22	0.00771	0.01298	47	0.02536	0.05140
23	0.00764	0.01278	48	0.02835	0.05742
24	0.00741	0.01216	49	0.03126	0.06533
25	0.00719	0.01141	50	0.03636	0.07804
26	0.00725	0.01146	51	0.04120	0.09352
27	0.00726	0.01193	52	0.04775	0.11166
28	0.00744	0.01230	53	0.05622	0.13361
29	0.00776	0.01295	54	0.06574	0.15849
30	0.00819	0.01400	55	0.07635	0.18748
31	0.00847	0.01496	56	0.09228	0.22738
32	0.00917	0.01583	57	0.11252	0.27096
33	0.00977	0.01752	58	0.13420	0.31063
34	0.01044	0.01854	59	0.15657	0.35022
35	0.01239	0.02125	60	0.06334	0.15424
36	0.01336	0.02366	61	0.06438	0.15345
37	0.01441	0.02561	62	0.05881	0.13492
38	0.01493	0.02649	63	0.07024	0.15507
39	0.01547	0.02757	64	0.08294	0.17673
40	0.01661	0.02911			
41	0.01788	0.03113			
42	0.01851	0.03300			
43	0.01922	0.03462			
44	0.02019	0.03753			

* For Insureds with a super preferred, preferred, or standard nontobacco risk classification, the above standard nontobacco rates will apply. For Insureds with a preferred or standard tobacco risk classification, the above standard tobacco rates will apply. For Insureds with other than a super preferred, preferred, or standard risk classification, the waiver of premium rate will be adjusted by multiplying the above monthly rates by the appropriate risk factor shown above.

Policy Data

<u>Insured</u> [John Doe]	<u>Issue Age</u> [35]	<u>Risk Classification</u> [Male Substandard Nontobacco]
Policy Number: 909001234567	Policy Date: September 15, 2011	
Type of Policy: Flexible Premium Adjustable Life with Indexed-Linked Interest Option(s) RiverSource Indexed UL Estate Series	Monthly Date: 15	Initial Specified Amount: \$1,000,000
Minimum Specified Amount Allowed: Policy Year 1: \$ 1,000,000 years 2 - 5: 750,000 years 6 - 10: 500,000 years 11 - 15: 250,000 thereafter: 1,000	Initial Death Benefit Option: Option 1	Life Insurance Qualification Test: Guideline Premium Test

[Substandard Risk Classification - Monthly per \$1,000 Flat Extra Rate \$416.67 for 3 years]

Premium Information

Initial Premium: [\$478.83]	Scheduled Premium: [\$5,753.00 per year payable annually]
No-lapse Guarantee premium: [\$478.83 per month]	No-lapse Guarantee period: [15 years]

Coverage will expire prior to death if no premiums are paid following payment of the initial premium, or subsequent premiums are insufficient to continue coverage. The payment of scheduled premiums or unscheduled premiums in any amount or frequency will not guarantee that the policy will remain In Force unless the premiums needed to keep the no-lapse guarantee in effect have been paid.

Interest and Loan Information

Guaranteed Interest Rate: [2%] per year	Guaranteed Loan Interest Rate All Policy Years: [4%] per year
Guaranteed Interest Rate Factor: [1.0016515813]	

Fees and Deductions

Guaranteed Premium Expense Charge All Policy Years: [3%]	Guaranteed Policy Fee All Policy Years: [\$15.00] per month
Guaranteed Administrative Charge Policy Years 1-20: \$ 88.00 per month Policy Years 20+: \$ 88.00 per month	Partial Surrender Fee: [\$25 or 2%] of amount surrendered, whichever is less

Table of Surrender Charges

<u>Policy Year</u>	<u>Beginning of Year</u>	<u>Policy Year</u>	<u>Beginning of Year</u>
1	\$ 20,933.17	11	\$ 18,457.17
2	20,731.21	12	14,703.21
3	20,529.25	13	10,949.25
4	20,327.29	14	7,195.29
5	20,125.33	15	3,441.33
6	19,920.50		
7	19,686.50		
8	19,452.50		
9	19,218.50		
10	18,984.50		

This table applies to the initial Specified Amount for the first 15 years. Surrender charges decrease on a monthly basis. Additional surrender charges will apply to each increase in Specified Amount for 15 years after the effective date of increase.

Policy Credit

Policy Value Credit Requirements

To receive any available credit one of the following conditions must be met:

1. the policy has been In Force for at least 10 years; or
2. the sum of the premiums paid, minus partial surrenders and partial surrender fees, minus outstanding Indebtedness equals or exceeds \$100,000.

Life Insurance Qualification Test: Guideline Premium Test

Death Benefit Percentage Table

<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>	<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>	<u>Insured's Attained Insurance Age</u>	<u>Death Benefit Percentage</u>
40 or less	250	55	150	70	115
41	243	56	146	71	113
42	236	57	142	72	111
43	229	58	138	73	109
44	222	59	134	74	107
45	215	60	130	75-90	105
46	209	61	128	91	104
47	203	62	126	92	103
48	197	63	124	93	102
49	191	64	122	94	101
50	185	65	120	95-119	100
51	178	66	119		
52	171	67	118		
53	164	68	117		
54	157	69	116		

Schedule of Benefits and Riders

<u>Effective Date</u>	<u>Expiration Date</u>	<u>Monthly Cost of Insurance</u>
[September 15, 2011]	see policy form	see policy form

Flexible Premium
Adjustable Life with
Indexed-Linked
Interest Option(s)

[Waiver of Monthly
Deduction Rider
for Total Disability

See Policy Data Supplemental Page for information on this rider]

CSO Mortality Tables

2001 Commissioner's Standard Ordinary (CSO) Mortality Table; Smoker or Nonsmoker; Male or Female; Age Nearest Birthday

Ages 17 and Under

2001 Commissioner's Standard Ordinary Mortality Table; Male or Female; Age Nearest Birthday.

Male Rate Table

**Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 for
Male Insureds with a Standard Non-Tobacco Risk Classification***

<u>Attained Age</u>	<u>Standard Non-Tobacco</u>						
0	\$0.0800	30	\$0.0850	60	\$0.7450	90	\$16.9075
1	0.0450	31	0.0825	61	0.8300	91	18.4150
2	0.0325	32	0.0825	62	0.9325	92	20.0150
3	0.0225	33	0.0850	63	1.0475	93	21.7325
4	0.0175	34	0.0875	64	1.1675	94	23.5850
5	0.0175	35	0.0900	65	1.2975	95	25.5725
6	0.0175	36	0.0950	66	1.4275	96	27.4300
7	0.0175	37	0.1000	67	1.5600	97	29.4575
8	0.0175	38	0.1075	68	1.7025	98	31.6725
9	0.0175	39	0.1125	69	1.8500	99	34.0975
10	0.0175	40	0.1200	70	2.0300	100	36.7700
11	0.0225	41	0.1300	71	2.2300	101	38.9500
12	0.0275	42	0.1425	72	2.4950	102	41.3350
13	0.0325	43	0.1575	73	2.7775	103	43.9450
14	0.0375	44	0.1750	74	3.0725	104	46.8125
15	0.0500	45	0.1925	75	3.3975	105	49.9250
16	0.0600	46	0.2125	76	3.7525	106	53.3625
17	0.0700	47	0.2325	77	4.1675	107	57.1725
18	0.0750	48	0.2425	78	4.6525	108	61.4175
19	0.0775	49	0.2575	79	5.2175	109	66.1725
20	0.0775	50	0.2750	80	5.8375	110	71.5275
21	0.0775	51	0.2975	81	6.5500	111	77.6150
22	0.0775	52	0.3300	82	7.2975	112	83.3325
23	0.0800	53	0.3625	83	8.1075	113	83.3325
24	0.0800	54	0.4050	84	9.0150	114	83.3325
25	0.0800	55	0.4575	85	10.0400	115	83.3325
26	0.0850	56	0.5125	86	11.1900	116	83.3325
27	0.0875	57	0.5700	87	12.4650	117	83.3325
28	0.0875	58	0.6200	88	13.8475	118	83.3325
29	0.0850	59	0.6775	89	15.3325	119	83.3325

Male Rate Table

**Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000
for Male Insureds with a Standard Tobacco Risk Classification***

<u>Attained Age</u>	<u>Standard Tobacco</u>						
		30	\$0.1500	60	\$1.3675	90	\$19.8800
		31	0.1500	61	1.5050	91	21.3775
		32	0.1500	62	1.6750	92	22.9325
		33	0.1550	63	1.8625	93	24.5700
		34	0.1600	64	2.0550	94	26.3000
		35	0.1650	65	2.2450	95	28.2550
		36	0.1750	66	2.4300	96	30.0200
		37	0.1850	67	2.6075	97	31.9175
		38	0.2000	68	2.7975	98	33.9650
		39	0.2125	69	2.9850	99	36.1825
		40	0.2300	70	3.2125	100	38.5875
		41	0.2525	71	3.4625	101	40.4550
		42	0.2775	72	3.8025	102	42.4650
		43	0.3075	73	4.1475	103	44.6300
		44	0.3425	74	4.4950	104	46.9650
		45	0.3800	75	4.9025	105	50.0725
		46	0.4150	76	5.3375	106	53.5050
		47	0.4550	77	5.8450	107	57.3150
18	\$0.0925	48	0.4775	78	6.4325	108	61.5525
19	0.1000	49	0.5025	79	7.1075	109	66.3050
20	0.1050	50	0.5375	80	7.8325	110	71.6575
21	0.1100	51	0.5800	81	8.6525	111	77.7400
22	0.1150	52	0.6400	82	9.4875	112	83.3325
23	0.1200	53	0.7050	83	10.3725	113	83.3325
24	0.1275	54	0.7900	84	11.3425	114	83.3325
25	0.1350	55	0.8825	85	12.4975	115	83.3325
26	0.1425	56	0.9800	86	13.7800	116	83.3325
27	0.1500	57	1.0800	87	15.1775	117	83.3325
28	0.1500	58	1.1600	88	16.6725	118	83.3325
29	0.1500	59	1.2550	89	18.2450	119	83.3325

*For Insureds with a super preferred or preferred risk classification, the corresponding standard non-tobacco or standard tobacco guaranteed maximum monthly cost of insurance rates will apply.

*For Insureds with other than a super preferred, preferred or standard risk classification, the guaranteed monthly cost of insurance rates are calculated by multiplying the monthly rates by the Substandard Class Risk Factor shown under Policy Data.

You may apply for a change in risk classification for Insureds who are at least Attained Insurance Age 18, and no more than Attained Insurance Age 119, subject to Our underwriting rules and requirements at the time the change is requested.

There are no cost of insurance charges on or after Attained Insurance Age 120.

Payment of Policy Proceeds Option Tables

Option A Interest

Option A Interest Rate: 1%

Interest in excess of the Option A Interest Rate may be applied by Us. Excess interest will be determined by Us based on Our future investment earnings.

Option B Table

<u>Number of Years</u>	<u>Monthly Payment/\$1000</u>
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

Option C Table

M = Male F = Female

Life Income per \$1,000 with Payments Guaranteed for

<u>Age Payee</u>	<u>Settlement Beginning In Year</u>	<u>5 Years</u>		<u>10 Years</u>		<u>15 Years</u>	
		<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>
65	2015	4.54	4.10	4.46	4.06	4.31	3.99
	2025	4.39	3.97	4.32	3.94	4.19	3.88
	2035	4.25	3.86	4.19	3.84	4.08	3.79
75	2015	6.41	5.77	5.99	5.53	5.39	5.14
	2025	6.13	5.52	5.78	5.33	5.27	5.01
	2035	5.88	5.30	5.59	5.15	5.16	4.88
85	2015	9.63	9.02	7.85	7.61	6.22	6.16
	2025	9.20	8.56	7.68	7.40	6.18	6.10
	2035	8.81	8.16	7.50	7.20	6.14	6.05

The table above is based on the "2000 Individual Annuitant Mortality Table A" at 2.00% with 100% Projection Scale G. Settlement rates for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the table above. We will furnish such rates upon request.

Policy Data Supplemental Page

Waiver of Monthly Deduction Rider for Total Disability

Effective Date: September 15, 2011

Expiration Date: see rider form

Risk Factor: 2.0

**Waiver of Monthly Deduction Rider for Total Disability
Monthly Cost of Insurance Rates**

The monthly deduction for the cost of this rider is equal to the sum of A + B described below.

A is the result of $\frac{1 \times (2 - 3)}{1000}$, where:

- (1) is the WMD Rate from the table below, based on the then Attained Insurance Age of the Insured;
- (2) is the base policy's death benefit, divided by the guaranteed interest rate factor shown under Policy Data;
- (3) is the base policy's value at the beginning of the policy month. At this point, the policy value has been reduced by the monthly deduction except for the part of the monthly deduction that pays for the cost of insurance and for the cost of this rider.

B is the monthly cost of this rider for any additional riders attached to the policy.

Waiver of Monthly Deduction Rate*

<u>Attained Insurance Age of Insured</u>	<u>Standard Non- tobacco</u>	<u>Standard Tobacco</u>	<u>Attained Insurance Age of Insured</u>	<u>Standard Non- tobacco</u>	<u>Standard Tobacco</u>
20	\$0.00634	\$0.01195	45	\$0.02152	\$0.04171
21	0.00732	0.01308	46	0.02283	0.04562
22	0.00771	0.01298	47	0.02536	0.05140
23	0.00764	0.01278	48	0.02835	0.05742
24	0.00741	0.01216	49	0.03126	0.06533
25	0.00719	0.01141	50	0.03636	0.07804
26	0.00725	0.01146	51	0.04120	0.09352
27	0.00726	0.01193	52	0.04775	0.11166
28	0.00744	0.01230	53	0.05622	0.13361
29	0.00776	0.01295	54	0.06574	0.15849
30	0.00819	0.01400	55	0.07635	0.18748
31	0.00847	0.01496	56	0.09228	0.22738
32	0.00917	0.01583	57	0.11252	0.27096
33	0.00977	0.01752	58	0.13420	0.31063
34	0.01044	0.01854	59	0.15657	0.35022
35	0.01239	0.02125	60	0.06334	0.15424
36	0.01336	0.02366	61	0.06438	0.15345
37	0.01441	0.02561	62	0.05881	0.13492
38	0.01493	0.02649	63	0.07024	0.15507
39	0.01547	0.02757	64	0.08294	0.17673
40	0.01661	0.02911			
41	0.01788	0.03113			
42	0.01851	0.03300			
43	0.01922	0.03462			
44	0.02019	0.03753			

* For Insureds with a super preferred, preferred, or standard nontobacco risk classification, the above standard nontobacco rates will apply. For Insureds with a preferred or standard tobacco risk classification, the above standard tobacco rates will apply. For Insureds with other than a super preferred, preferred, or standard risk classification, the waiver of premium rate will be adjusted by multiplying the above monthly rates by the appropriate risk factor shown above.

Indexed Account Information

Indexed Account Name:	1 Year Point-to-Point with Cap using "S&P 500®"
Index:	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Term:	1 Year
Indexed Interest Period:	1 Year
Segment Guaranteed Annual Interest Rate:	0%
Cumulative Guaranteed Indexed Interest Rate:	0%
Guaranteed Minimum Participation Rate:	100%
Guaranteed Minimum Segment Growth Cap:	3%
Sweep Dates:	the 20 th day of each calendar month
Segment Cut-off Date:	1 business days before the Sweep Date
Minimum Transfer Amount:	\$25

The following describes the method used in calculating the indexed interest for each segment of this Indexed Account. Also, see **Indexed Account(s)**.

Indexed Interest

At the end of each indexed interest period, indexed interest will be credited to the segment and is equal to the average segment value multiplied by the indexed interest rate.

Average Segment Value

For a given segment, the average segment value is the average of the values at the end of a segment month over the indexed interest period. A segment month ends on the same day each month as the segment start date.

Indexed Interest Rate

The indexed interest rate reflects any growth in the value of the index, subject to the segment growth cap. The indexed interest rate is equal to the lesser of $[(a \times b) \text{ and } c] - d$, but will never be less than zero, where:

- is the **index growth rate** for the indexed interest period and is calculated as $(B \div A) - 1$, where:
 - A = the closing value of the index as of the day before the beginning of the indexed interest period;
 - and
 - B = the closing value of the index as of the day before the end of the indexed interest period;
- is the **segment participation rate**, which is the percentage of the index growth rate that is used to calculate the indexed interest. We will set the segment participation rate for a new segment on the segment start date, subject to the guaranteed minimum participation rate shown above. Once the segment participation rate is set by Us, it will not change during the segment term;
- is the **segment growth cap**, which is the maximum total interest rate for a segment over the indexed interest period, including both the segment guaranteed annual interest rate and the indexed interest rate. We will set the segment growth cap for a new segment on the segment start date, subject to the guaranteed minimum segment growth cap shown above. Once the segment growth cap is set by Us, it will not change during the segment term;
- is the **cumulative guaranteed indexed interest rate** which is the segment guaranteed annual interest rate compounded annually for the number of years of the indexed interest period.

The indexed interest rate does not include gains in the index that come from dividends.

Index Disclaimers

The Flexible Premium Adjustable Life Insurance Policy with Indexed-Linked Interest Options “The Policy” is not sponsored, endorsed, sold or promoted by Standard & Poor's Financial Services LLC (“S&P” or “Standard & Poor’s”) or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of The Policy or any member of the public regarding the advisability of investing in securities generally or in The Policy particularly or the ability of the Standard & Poor's 500 Composite Stock Price Index (the “Index”) to track general stock market performance. S&P's and its third party licensor's only relationship to RiverSource Life Insurance Company is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to RiverSource Life Insurance Company or The Policy. S&P and its third party licensors have no obligation to take the needs of RiverSource Life Insurance Company or the owners of The Policy into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the prices and amount of The Policy or the timing of the issuance or sale of The Policy or in the determination or calculation of the equation by which The Policy is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of The Policy.

NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P, ITS AFFILIATES AND THEIR THIRD PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE MARKS, THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

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The segment growth cap and segment participation rate on each Indexed Account are not guaranteed elements and can be changed by RiverSource Life Insurance Company. Any changes will be based on our expectations of future investment earnings, persistency, expenses, utilization, and/or federal and state tax assumptions. Any change would affect the indexed interest rate and would thus affect the indexed interest credited.

**RiverSource Life Insurance Company
Statement of Variability**

Form: 132298-AR, Flexible Premium Adjustable Life Insurance

We reserve the right to change following bracketed information based upon factors which may include our expectations of mortality, reinsurance costs, future investment earnings, persistency, expenses, and/or federal and state tax assumptions. Any change or modification requiring prior approval will be submitted for approval. Changes to the variable factors will be limited to new issues only. In addition, we reserve the right to change the font, paper, weight and ink color to accommodate future generations of the form. Any adaptation we make will always meet or exceed the requirements of your state.

Page No.	Field	Scope of Variation
1	Address	Will insert the company home office address.
1	Phone number	Will insert the current toll free number.
1	Logo	The logo design may change.
1	Insured	Will insert name of insured.
1	Policy Number	Will insert policy number.
1	Policy Date	Will insert the policy date.
1	Initial Specified Amount	Variability begins at \$1,000, with a maximum dependent upon the agreement of our reinsurers. Estate Series policies are those with an initial amount of \$1,000,000 or more.
1	Issue Age	Variability is age 0 to 100.
1	Initial Death Benefit Option	Chosen by the policy owner on the application. Range is 1-3.
1	Signatures	Will insert the signature and title of current company President and Corporate Secretary.
3	Insured	Will insert the name of the insured.
3	Issue Age	Variability is 0-100.
3	Risk Classification	Will vary by insured as follows: Either Male, Female, or Unisex with; Standard Nontobacco Preferred Nontobacco Super Preferred Nontobacco Standard Tobacco Preferred Tobacco Substandard Nontobacco Substandard Tobacco Note - Insured's age 17 and under may only receive a risk classification of Standard Nontobacco or Substandard Nontobacco.
3	Policy Number	Will insert policy number.
3	Policy Date	Will insert the policy date.
3	Type of Policy	Will insert the current marketing name, which may

		vary over time. Currently the wording "Estate Series" will generate for any policy issued at \$1,000,000 or more.
3	Monthly Date	The day of the month, derived from the policy date.
3	Initial Specified Amount	Variability begins at \$1,000, with a maximum dependent upon the agreement of our reinsurers. Estate Series policies are those with an initial amount of \$1,000,000 or more.
3	Minimum Specified Amount Allowed	Variability begins at \$1,000, with a maximum dependent upon the agreement of our reinsurers. This relates to the initial amount, and also to any increases in amounts as follows: Policy Year 1: 80-100% of issue amount Policy Years 2-5: 60-90% of issue amount Policy Years 6-10: 40-70% of issue amount Policy Years 11-15: 10-50% of issue amount
3	Initial Death Benefit Option	Chosen by the policy owner on the application. Options are 1, 2 and 3.
3	Life Insurance Qualification Test	Once available, chosen by the policy owner on the application. Options are Guideline Premium Test or Cash Value Accumulation Test.
3	Rating Information	This field will generate information only if the Insured is rated. Wording will be Substandard Risk Classification - and then type of rating. Insured's may have a table rating and/or a permanent flat extra rating, and/or temporary flat extra rating.
3	Table Rating	Substandard Class Risk factor (amount inserted here in format of xxx.xx). Range of 1.25 - 701.
3	Permanent Flat Extra	Flat Extra Rate \$ (monthly amount inserted here). Range of 0.01 to 10.00 per thousand per month.
3	Temporary Flat Extra	Flat Extra Rate \$ (monthly amount inserted here) for (number of years) years. Range of 0.01 to 10.00 per thousand per month for amount, range of 1-50 for years.
3	Initial Premium	Will insert the amount needed to keep the no-lapse guarantee in force for one month.
3	Scheduled Premium	This amount will vary by individual policy at time of application. Policy owner chooses the amount at time of application based on the minimum and maximum allowed.
3	No-lapse Guarantee Premium	This amount will vary by individual policy at the time of application and is based on the length of the guarantee period, issue age, sex, and risk classification of the insured.
3	No-lapse Guarantee Period	This amount will vary by individual policy at the time of application. Range of 1-120 years. Change would only apply to new issues going forward.
3	Guaranteed Interest Rate	Range of 1% - 5%. Variable only intended for a future change after an actuarial pricing evaluation. Change would only apply to new issues going forward.
3	Guaranteed Loan Interest Rate	Range of 1% - 8%. Variable only intended for a future change after an actuarial pricing evaluation. Change would only apply to new issues going forward.

3	Guaranteed Interest Rate Factor	A factor calculated from the guaranteed interest rate. This would change if the guaranteed interest rate changed. Change would only apply to new issues going forward.
3	Guaranteed Premium Expense Charge	This charge will be applied to all applicants in a uniform and in a nondiscriminatory manner and will be applied from the Policy Date for the duration of the policy. Range is 0% to 15% of premium payment. Any change to this amount will be based on changes in administrative expenses, selling expenses, and overall competitive environment.
3	Guaranteed Policy Fee	This fee will be applied to all applicants in a uniform and in a nondiscriminatory manner and will be applied from the Policy Date for the duration of the policy. Range is from \$0 to \$25 per month. Any change to this amount will be based on changes in administrative expenses, selling expenses, and overall competitive environment. Change would only apply to new issues going forward.
3	Guaranteed Administrative Charge	Varies by policy, based on Insured's issue age, risk classification and sex. This charge will be applied to all applicants in a uniform and nondiscriminatory manner and will be applied monthly from the Policy Date for the duration of the policy prior to the Insured's Attained Insurance Age 120 Anniversary. Range for charge is \$0.01 to \$6.00 per \$1000 per month. The range for the number of breakpoints is 1 - 4. Range for breakpoint years is 1 - 120. Change would only apply to new issues going forward.
3	Partial Surrender Fee	This charge will reduce the policy value at time of partial surrender. Range is from \$0 up to \$50.00 or 0.0% up to 5% of surrendered amount. Any change to this amount will be based on changes in administrative expenses, lapse rates, and overall competitive environment. Change would apply to new issues on a going forward basis only.
3	Page	Will insert proper alpha character on each page, range beginning with 3, then subsequent pages will add A-Z as required for individual policy.
3	Table of Surrender Charges	Varies by policy, based on Insured's age, sex, risk classification and specified amount. Range for the policy years is 1-20, including brackets in wording under the table. Charges vary from 0 to the Standard Non-Forfeiture Law (SNFL) maximum. Any change to the guaranteed policy fee, guaranteed premium expense charge and guaranteed administrative charge may result in a change to these values due to SNFL calculations. These values may also change due to changes in actual administrative expenses, selling expenses, lapse rates, and overall competitive environment. Change would only apply to new issues going forward.
3	Policy Credit	Variability for first sentence is either:

		<p>To receive any available credit one of the following conditions must be met: Or To receive any available credit the following condition(s) must be met:</p> <p>There are four possible conditions, any combination of which may be used, depending on the conditions in effect at time of sale. The variability for those conditions are: -The Insured's Attained Insurance Age is at least XX. Range of 20 to 80. -The Policy has been In Force for at least XX years. Range of 0 to 30 years. -The sum of the premiums paid, minus partial surrender fees, minus outstanding Indebtedness equals or exceeds \$XX, Range of 0 to 1,000,000. -The policy value minus Indebtedness equals or exceeds \$XX. Range of 0 to 1,000,000.</p> <p>A change in a combination of conditions or to a value within a range would only apply to new issues going forward.</p>
3	Life Insurance Qualification Test	Variability is either Cash Value Accumulation Test or Guideline Premium Test, once the Cash Value Accumulation Test is available. Variability is dependent on option chosen by the policy owner on the application.
3	Death Benefit Percentage Table	Will be based on which compliance test elected, specified within the IRS code. Change would only apply to new issues going forward.
3	Schedule of Benefits and Riders	Will always generate the base policy information, as well as any approved and available benefit, or rider elected by the policy owner.
3	Overloan Protection Benefit	Will generate if the policy is issued with the benefit. Variable fields are as follows; Minimum Age - range of 50-90 Maximum Age - range of 80-120 Minimum Policy Duration - range of 5-30 Indebtedness Percentage - range of 80-99% Maximum Exercise Charge - range of 0-10% Change would only apply to new issues going forward.
3	CSO Mortality Table	Will generate the proper table based upon the issued policy. Variability is for a male table, female table, or a unisex table.
3	Option A Interest Rate	Range of 1% - 5%. Change would only apply to new issues going forward.
3	Option C Table	The settlement beginning in year and the corresponding rates may change to reflect different years if we reach a point of issuing policies beyond the year listed.
3	Policy Data Supplemental Page(s)	Will generate the applicable supplemental policy data page(s) for any rider which was elected by policy owner.

3	Effective Date	Will insert the effective date of the rider.
3	Specified Premium	Will insert the amount to waive elected by policy owner at time of application for rider.
3	Risk Factor (may be applicable to either Waiver of Premium or Waiver of Monthly Deduction)	This information and the rate will only generate if the applicable rider is rated.
3	Waiver of Monthly Deduction Rate	Will generate the correct table based upon issued risk classification. Variability is for a male table, female table, or a unisex table.
3	Waiver of Premium Rate	Will generate the correct table based upon issued risk classification. Variability is for a male table, female table, or a unisex table.
All	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 and beyond.
Policy Back	Address	Will insert the company home office address.

**RiverSource Life Insurance Company
Statement of Variability**

Form: 132300-AR, Flexible Premium Adjustable Life Insurance with Indexed-Linked Interest Option

We reserve the right to change following bracketed information based upon factors which may include our expectations of mortality, reinsurance costs, future investment earnings, persistency, expenses, and/or federal and state tax assumptions. Any change or modification requiring prior approval will be submitted for approval. Changes to the variable factors will be limited to new issues only. In addition, we reserve the right to change the font, paper, weight and ink color to accommodate future generations of the form. Any adaptation we make will always meet or exceed the requirements of your state.

Page No.	Field	Scope of Variation
1	Address	Will insert the company home office address.
1	Phone number	Will insert the current toll free number.
1	Logo	The logo design may change.
1	Insured	Will insert name of insured.
1	Policy Number	Will insert policy number.
1	Policy Date	Will insert the policy date.
1	Initial Specified Amount	Variability begins at \$1,000, with a maximum dependent upon the agreement of our reinsurers. Estate Series policies are those with an initial amount of \$1,000,000 or more.
1	Issue Age	Variability is age 0 to 100.
1	Initial Death Benefit Option	Chosen by the policy owner on the application. Range is 1-3.
1	Signatures	Will insert the signature and title of current company President and Corporate Secretary.
3	Insured	Will insert the name of the insured.
3	Issue Age	Variability is 0-100.
3	Risk Classification	Will vary by insured as follows: Either Male, Female, or Unisex with; Standard Nontobacco Preferred Nontobacco Super Preferred Nontobacco Standard Tobacco Preferred Tobacco Substandard Nontobacco Substandard Tobacco Note - Insured's age 17 and under may only receive a risk classification of Standard Nontobacco or Substandard Nontobacco.
3	Policy Number	Will insert policy number.
3	Policy Date	Will insert the policy date.
3	Type of Policy	Will insert the current marketing name, which may

		vary over time. Currently the wording "Estate Series" will generate for any policy issued at \$1,000,000 or more.
3	Monthly Date	The day of the month, derived from the policy date.
3	Initial Specified Amount	Variability begins at \$1,000, with a maximum dependent upon the agreement of our reinsurers. Estate Series policies are those with an initial amount of \$1,000,000 or more.
3	Minimum Specified Amount Allowed	Variability begins at \$1,000, with a maximum dependent upon the agreement of our reinsurers. This relates to the initial amount, and also to any increases in amounts as follows: Policy Year 1: 80-100% of issue amount Policy Years 2-5: 60-90% of issue amount Policy Years 6-10: 40-70% of issue amount Policy Years 11-15: 10-50% of issue amount
3	Initial Death Benefit Option	Chosen by the policy owner on the application. Options are 1, 2 and 3.
3	Life Insurance Qualification Test	Once available, chosen by the policy owner on the application. Options are Guideline Premium Test or Cash Value Accumulation Test.
3	Rating Information	This field will generate information only if the Insured is rated. Wording will be Substandard Risk Classification - and then type of rating. Insured's may have a table rating and/or a permanent flat extra rating, and/or temporary flat extra rating.
3	Table Rating	Substandard Class Risk factor (amount inserted here in format of xxx.xx). Range of 1.25 - 701.
3	Permanent Flat Extra	Flat Extra Rate \$ (monthly amount inserted here). Range of 0.01 to 10.00 per thousand per month.
3	Temporary Flat Extra	Flat Extra Rate \$ (monthly amount inserted here) for (number of years) years. Range of 0.01 to 10.00 per thousand per month for amount, range of 1-50 for years.
3	Initial Premium	Will insert the amount needed to keep the no-lapse guarantee in force for one month.
3	Scheduled Premium	This amount will vary by individual policy at time of application. Policy owner chooses the amount at time of application based on the minimum and maximum allowed.
3	No-lapse Guarantee Premium	This amount will vary by individual policy at the time of application and is based on the length of the guarantee period, issue age, sex, and risk classification of the insured.
3	No-lapse Guarantee Period	This amount will vary by individual policy at the time of application. Range of 1-120 years. Change would only apply to new issues going forward.
3	Guaranteed Interest Rate	Range of 1% - 5%. Variable only intended for a future change after an actuarial pricing evaluation. Change would only apply to new issues going forward.
3	Guaranteed Loan Interest Rate	Range of 1% - 8%. Variable only intended for a future change after an actuarial pricing evaluation. Change would only apply to new issues going forward.

3	Guaranteed Interest Rate Factor	A factor calculated from the guaranteed interest rate. This would change if the guaranteed interest rate changed. Change would only apply to new issues going forward.
3	Guaranteed Premium Expense Charge	This charge will be applied to all applicants in a uniform and in a nondiscriminatory manner and will be applied from the Policy Date for the duration of the policy. Range is 0% to 15% of premium payment. Any change to this amount will be based on changes in administrative expenses, selling expenses, and overall competitive environment.
3	Guaranteed Policy Fee	This fee will be applied to all applicants in a uniform and in a nondiscriminatory manner and will be applied from the Policy Date for the duration of the policy. Range is from \$0 to \$25 per month. Any change to this amount will be based on changes in administrative expenses, selling expenses, and overall competitive environment. Change would only apply to new issues going forward.
3	Guaranteed Administrative Charge	Varies by policy, based on Insured's issue age, risk classification and sex. This charge will be applied to all applicants in a uniform and nondiscriminatory manner and will be applied monthly from the Policy Date for the duration of the policy prior to the Insured's Attained Insurance Age 120 Anniversary. Range for charge is \$0.01 to \$6.00 per \$1000 per month. The range for the number of breakpoints is 1 - 4. Range for breakpoint years is 1 - 120. Change would only apply to new issues going forward.
3	Partial Surrender Fee	This charge will reduce the policy value at time of partial surrender. Range is from \$0 up to \$50.00 or 0.0% up to 5% of surrendered amount. Any change to this amount will be based on changes in administrative expenses, lapse rates, and overall competitive environment. Change would apply to new issues on a going forward basis only.
3	Page	Will insert proper alpha character on each page, range beginning with 3, then subsequent pages will add A-Z as required for individual policy.
3	Table of Surrender Charges	Varies by policy, based on Insured's age, sex, risk classification and specified amount. Range for the policy years is 1-20, including brackets in wording under the table. Charges vary from 0 to the Standard Non-Forfeiture Law (SNFL) maximum. Any change to the guaranteed policy fee, guaranteed premium expense charge and guaranteed administrative charge may result in a change to these values due to SNFL calculations. These values may also change due to changes in actual administrative expenses, selling expenses, lapse rates, and overall competitive environment. Change would only apply to new issues going forward.
3	Policy Value Credit	Variability for first sentence is either:

	Requirements	<p>To receive any available credit one of the following conditions must be met: Or To receive any available credit the following condition(s) must be met:</p> <p>There are four possible conditions, any combination of which may be used, depending on the conditions in effect at time of sale. The variability for those conditions are:</p> <ul style="list-style-type: none"> -The Insured's Attained Insurance Age is at least XX. Range of 20 to 80. -The Policy has been In Force for at least XX years. Range of 0 to 30 years. -The sum of the premiums paid, minus partial surrender fees, minus outstanding Indebtedness equals or exceeds \$XX, Range of 0 to 1,000,000. -The policy value minus Indebtedness equals or exceeds \$XX. Range of 0 to 1,000,000. <p>A change in a combination of conditions or to a value within a range would only apply to new issues going forward.</p>
3	Life Insurance Qualification Test	Variability is either Cash Value Accumulation Test or Guideline Premium Test, once the Cash Value Accumulation Test is available. Variability is dependent on option chosen by the policy owner on the application.
3	Death Benefit Percentage Table	Will be based on which compliance test elected, specified within the IRS code. Change would only apply to new issues going forward.
3	Schedule of Benefits and Riders	Will always generate the base policy information, as well as any approved and available benefit, or rider elected by the policy owner.
3	Overloan Protection Benefit	Will generate if the policy is issued with the benefit. Variable fields are as follows; Minimum Age - range of 50-90 Maximum Age - range of 80-120 Minimum Policy Duration - range of 5-30 Indebtedness Percentage - range of 80-99% Maximum Exercise Charge - range of 0-10% Change would only apply to new issues going forward.
3	CSO Mortality Table	Will generate the proper table based upon the issued policy. Variability is for a male table, female table, or a unisex table.
3	Option A Interest Rate	Range of 1% - 5%. Change would only apply to new issues going forward.
3	Option C Table	The settlement beginning in year and the corresponding rates may change to reflect different years if we reach a point of issuing policies beyond the year listed.
3	Policy Data Supplemental Page(s)	Will generate the applicable supplemental policy data page(s) for any rider which was elected by policy owner.

3	Effective Date	Will insert the effective date of the rider.
3	Specified Premium	Will insert the amount to waive elected by policy owner at time of application for rider.
3	Risk Factor (may be applicable to either Waiver of Premium or Waiver of Monthly Deduction)	This information and the rate will only generate if the applicable rider is rated.
3	Waiver of Monthly Deduction Rate	Will generate the correct table based upon issued risk classification. Variability is for a male table, female table, or a unisex table.
3	Waiver of Premium Rate	Will generate the correct table based upon issued risk classification. Variability is for a male table, female table, or a unisex table.
3	Indexed Account Name	The Index Account name will appear. It is not anticipated to change, and if changed, would apply to in-force and new issues. If the change is due to a change in the index and would be subject to the filing requirements as described in the policy, that will be done at the same time the index is filed.
3	Index	This will list the index corresponding to the Index Account name. It is not anticipated to change, and if changed, would apply to in-force and new issues. Any change would be subject to the filing requirements as described in the policy.
3	Segment Term	Range 1-10 years.
3	Indexed Interest Period	Range 1-10 years.
3	Segment Guaranteed Annual Interest Rate	Range of 0% - 5%. Variable only intended for a future change after an actuarial pricing evaluation. Change would only apply to new issues going forward.
3	Cumulative Segment Guaranteed Interest Rate	Range of 0% - 5%. Variable only intended for a future change after an actuarial pricing evaluation, and would only change as a result to a change in the Segment Guaranteed Annual Interest Rate or the Indexed Interest Period. Change would only apply to new issues going forward.
3	Guaranteed Minimum Participation Rate	Variable only intended for a future change after an actuarial pricing evaluation. Change would only apply to new issues going forward. Range of 50% - 200%.
3	Guaranteed Minimum Index Growth Cap	Range of 1% - 10%. Variable only intended for a future change after an actuarial pricing evaluation.
3	Sweep Dates	The day and frequency may change but a sweep date will not occur less than once per calendar quarter.
3	Segment Cut-off Date	Range of 0 days to 5 days.
3	Minimum Transfer Amount	Range of \$.00 to \$100. If amount is changed it would apply to in-force and new issues.
3	Index Disclaimers	Disclosures may be modified, deleted or additional disclosure created as required under the Company's license agreement with Standard & Poor's or other legal requirements.
All	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 and beyond.
Policy Back	Address	Will insert the company home office address.

**RiverSource Life Insurance Company
Statement of Variability**

Form: 132303, Death Benefit Option 3 Endorsement

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below.

Page No.	Field	Scope of Variation
1	Address	Will insert the company home office address.
1	Phone number	Will insert the current toll free number.
2	Signature	Will insert the signature and title of current company Corporate Secretary.
All	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 and beyond.

**RiverSource Life Insurance Company
Statement of Variability**

Form: 132293, Overloan Protection Benefit

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below.

Page No.	Field	Scope of Variation
1	Address	Will insert the company home office address.
1	Phone number	Will insert the current toll free number.
2	Signature	Will insert the signature and title of current company Corporate Secretary.
All	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 and beyond.

**RiverSource Life Insurance Company
Statement of Variability**

**Form: 132301, Waiver of Monthly Deduction for Total Disability
Rider**

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below.

Page No.	Field	Scope of Variation
1	Address	Will insert the company home office address.
1	Phone number	Will insert the current toll free number.
2	Signature	Will insert the signature and title of current company Corporate Secretary.
All	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 and beyond.

**RiverSource Life Insurance Company
Statement of Variability**

Form: 132302, Waiver of Premium for Total Disability Rider

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below.

Page No.	Field	Scope of Variation
1	Address	Will insert the company home office address.
1	Phone number	Will insert the current toll free number.
All	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 and beyond.
3	Signature	Will insert the signature and title of current company Corporate Secretary.

STATE OF ARKANSAS
Life Insurance Policy Forms
CERTIFICATION OF COMPLIANCE

Forms: 132298-AR
 132300-AR

We certify that the above forms being submitted with this filing are in compliance with Arkansas Insurance Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

I, Jack R. Kispert, Assistant Secretary of RiverSource Life Insurance Company, further certify:

- A. 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 filing are in compliance in all respects with the provisions of the Insurance Laws, Rules and Regulations of the State of Arkansas; and

- B. That we have reviewed the guidelines in Bulletin 11-83 and all forms submitted with this filing are in compliance with those guidelines.



RiverSource Life Insurance Company
Jack R. Kispert, Assistant Secretary

Date: August 18, 2011

STATE OF ARKANSAS
EXTERNAL-INDEXED CONTRACT GUIDELINES
CERTIFICATION OF COMPLIANCE

Form: 132300-AR

We have reviewed the State of Arkansas EXTERNAL-INDEXED CONTRACT GUIDELINES for the above policy form and certify:

- A. That we have reviewed and are in compliance with The DISCLOSURE AND ADVERTISING section of the State of Arkansas EXTERNAL-INDEXED CONTRACT GUIDELINES;
- B. That the policy form will not be solicited by any person who is not trained and qualified;
- C. That we will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed; and
- D. We will establish and maintain a detailed file defining the system for hedging. Results of regular analysis of the effectiveness of the system will be made a part of the file.



RiverSource Life Insurance Company
Jack R. Kispert, Assistant Secretary

Date: August 18, 2011

STATE OF ARKANSAS

Form 132300-AR
CONSENT TO SUBMIT RATES AND/OR COST BASIS FOR APPROVAL

RiverSource Life Insurance Company ("Company") of Minneapolis, Minnesota does hereby consent and agree:

- A) that both "maximum" and "current" cost of insurance, premium expense charge, policy fee and administrative charge rates, used in relation to policy form number 132300-AR must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days; and

- B) that where the policy is a flexible or indeterminate premium life policy which provides for frequent changes in interest rates based on financial market conditions, the Company may file a range of rates it will stay within and will notify the Arkansas Insurance Department at least sixty (60) days prior to any change in the range of rates. The Company must also document the method used to calculate its premiums and range of rates. The current range of rates is 2.0% - 8.0%.

RiverSource Life Insurance Company



Jack R. Kispert
Assistant Secretary

Date: August 18, 2011

STATE OF ARKANSAS

Form 132298-AR

CONSENT TO SUBMIT RATES AND/OR COST BASIS FOR APPROVAL

RiverSource Life Insurance Company ("Company") of Minneapolis, Minnesota does hereby consent and agree:

- A) that both "maximum" and "current" cost of insurance, premium expense charge, policy fee and administrative charge rates, used in relation to policy form number 132300-AR must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days; and
- B) that where the policy is a flexible or indeterminate premium life policy which provides for frequent changes in interest rates based on financial market conditions, the Company may file a range of rates it will stay within and will notify the Arkansas Insurance Department at least sixty (60) days prior to any change in the range of rates. The Company must also document the method used to calculate its premiums and range of rates. The current range of rates is 2.5% - 8.0%.

RiverSource Life Insurance Company



Jack R. Kispert
Assistant Secretary

Date: August 18, 2011

SERFF Tracking Number: AEMN-127219818 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 49284
 Company Tracking Number: 132298
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life
 Project Name/Number: FUL/IUL/132298

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)
07/12/2011	Supporting Document	Actuarial memos and attachments	08/18/2011	Memorandum Foundations UL 2011 - FINAL - non-compact.pdf FUL Attachment 4 - Surrender Charges.pdf FUL Attachment 5 - SNFL max Ex.pdf FUL Attachment 6 - SNFL unamortized portion Ex EOY 5.pdf FUL Attachment 7-A and 7-B SNFL.pdf Memorandum Foundations IUL 2011 - Final - non compact.pdf (Superseded) IUL Attachment 1 CVAT.pdf IUL Attachment 1 GPT.pdf IUL Attachment 2 - Indexed Interest Example.pdf IUL Attachment 3 - Guaranteed COI.pdf IUL Attachment 4 - Guaranteed Monthly Admin.pdf FUL Attachment 1 - Corridor Factors - CVAT.pdf FUL Attachment 1 - Corridor Factors - GPT.pdf FUL Attachment 2 -

SERFF Tracking Number: AEMN-127219818 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:* 49284
Company Tracking Number: 132298
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life
Project Name/Number: FUL/IUL/132298

Guaranteed COI.pdf
FUL Attachment 3 -
Guaranteed Monthly Admin
updated June 30.pdf
IUL Attachment 5 - Surrender
Charges - updated June
30.pdf
IUL Attachment 6-A and 6-B
SNFL.pdf