

SERFF Tracking Number: AEMN-128299858 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number:
Company Tracking Number: 411283AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Accumulation Protection Benefit
Project Name/Number: APB Reintroduction/411283

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Accumulation Protection Benefit SERFF Tr Num: AEMN-128299858 State: Arkansas

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Accepted State Tr Num:

Variable For Informational Purposes

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 411283AR

State Status: Closed-Accepted for Informational Purposes

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Linda Elston, Jeff

Disposition Date: 04/30/2012

Pederson, Susan Schmidt

Date Submitted: 04/24/2012

Disposition Status: Accepted For Informational Purposes

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: APB Reintroduction

Status of Filing in Domicile: Not Filed

Project Number: 411283

Date Approved in Domicile:

Requested Filing Mode: Informational

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/30/2012

State Status Changed: 04/30/2012

Deemer Date:

Created By: Linda Elston

Submitted By: Linda Elston

Corresponding Filing Tracking Number: 43480

Filing Description:

Due to a change in the investment options available for rider form 411283, approved 9/23/2009, your filing number 43480, we are submitting a revised Statement of Variability for the Contract Data page form DP411283 for informational purposes to allow for language which describes the new investment options to be added in the bracketed disclosure section of the form.

In addition to this Filing Description and the revised Statement of Variability, a redline document showing the changes and the previously approved rider form 411283 and Contract data page form DP411283 are included for your convenience. There have been no other content changes to the previously submitted and approved forms.

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 Product Name: Accumulation Protection Benefit
 Project Name/Number: APB Reintroduction/411283

State Narrative:

Company and Contact

Filing Contact Information

Linda Elston, Sr. Contract Analyst Linda.Elston@ampf.com
 9550 Ameriprise Financial Center 612-671-6267 [Phone]
 H25/9550 612-671-3866 [FAX]
 Minneapolis, MN 55474

Filing Company Information

RiverSource Life Insurance Company CoCode: 65005 State of Domicile: Minnesota
 9550 Ameriprise Financial Center Group Code: 4 Company Type: Life
 H25/9550 Group Name: State ID Number:
 Minneapolis, MN 55474 FEIN Number: 41-0823832
 (612) 671-2465 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$125.00
 Retaliatory? No
 Fee Explanation: The fee for a filing in our domicile state of Minnesota is \$125.00.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$125.00	04/24/2012	58521101

SERFF Tracking Number: AEMN-128299858 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number:
Company Tracking Number: 411283AR
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Accumulation Protection Benefit
Project Name/Number: APB Reintroduction/411283

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Linda Bird Informational Purposes		04/30/2012	04/30/2012

SERFF Tracking Number: *AEMN-128299858* *State:* *Arkansas*
Filing Company: *RiverSource Life Insurance Company* *State Tracking Number:*
Company Tracking Number: *411283AR*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *Accumulation Protection Benefit*
Project Name/Number: *APB Reintroduction/411283*

Disposition

Disposition Date: 04/30/2012

Implementation Date:

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEMN-128299858 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:*
Company Tracking Number: 411283AR
TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: Accumulation Protection Benefit
Project Name/Number: APB Reintroduction/411283

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability for forms 411283 and DP411283		Yes
Supporting Document	Previous approved forms referenced in this submission		Yes

SERFF Tracking Number: AEMN-128299858 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number:
 Company Tracking Number: 411283AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Accumulation Protection Benefit
 Project Name/Number: APB Reintroduction/411283

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: This submission relates to variable annuity forms subject to federal security regulation, and the previously approved forms are exempt from state readability requirements.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: We are not filing a policy.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Actuarial Memo		
Bypass Reason: The actuarial memorandum for forms 411283 and DP411283 in the original filing of the forms would still apply.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability for forms 411283 and DP411283		

Comments:

The revised Statement of Variability is attached. Also, attached is a redlined version showing the changes from the previous filing.

Attachments:

Statement of Variability-Forms 411283, DP411283.pdf
 Statement of Variability-Forms 411283, DP411283 redlined.pdf

	Item Status:	Status Date:
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SERFF Tracking Number: AEMN-128299858 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:*
Company Tracking Number: 411283AR
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Accumulation Protection Benefit
Project Name/Number: APB Reintroduction/411283

Date:

Satisfied - Item: Previous approved forms
referenced in this submission

Comments:

Attachments:

DP411283.pdf

411283.pdf

RiverSource Life Insurance Company
Statement of Variability
April 15, 2012

Rider Forms 411283 and state variations thereof
Specification Page Paragraph Insert Forms DP411283 and state variations thereof

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. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the last two numbers of a year, from 2009 to future years.

Specification Page Form DP411283: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing, or based on the investment option the client selects, if more than one is available. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner of the Contract Data page. The rider marketing name is bracketed to indicate that the name may change.

4. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the rider.

	Current value	Range of possible values
5. Initial Annual Rider Fee	.80%	.10%-3.50%
6. Maximum Annual Rider Fee	1.75%	.10%-3.50%
7. Duration of Waiting Period	10	2 – 20
8. Automatic Step-up Percentage	80%	30% - 95%

9. The "Specified Investment Options/Allocation Restrictions and Limitations" paragraph is bracketed to indicate that:

- (1) if the restriction does not apply, this paragraph will not appear on the specification page form;
- (2) if additional investment options such as various "funds of funds" as indicated in paragraph (A) below, or if only various "funds of funds" are available as indicated in paragraphs (B) or (C) below, one of the paragraphs shown below will appear in place of the paragraph shown on the form;
- (3) if both "funds of funds" investment options are available, either paragraph (B) or (C) will appear, based on the client's selection.

Within the paragraphs, the marketing name for the asset allocation program, "Portfolio Navigator," or approved investment options, "Portfolio Stabilizer", and the funds of funds names may change. The model and fund names are bracketed to allow us to change the available models/funds for new issues. For example, we may not offer an Aggressive option at all times.

(A) The following disclosure paragraph to be used AFTER introduction of "Funds of Funds."

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires either 1) participation in the [Portfolio Navigator] asset allocation program, or 2) 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to one of the [XYZ Fund Asset AllocationSM Portfolios]. The [Portfolio Navigator] asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. [XYZ Fund Asset AllocationSM Portfolios] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [Portfolio Navigator] models or [XYZ Fund Asset AllocationSM Portfolios]: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change allocations or Asset Allocation Models, the Annual Rider Fee may increase. See the Rider Charges provision on page 3 of your rider.]

(B) The following disclosure paragraph to be used if only "Funds of Funds."

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to one of the [XYZ Fund Asset AllocationSM Portfolios]. [XYZ Fund Asset AllocationSM Portfolios] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [XYZ Fund Asset AllocationSM Portfolios]: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change allocations or Asset Allocation Models, the Annual Rider Fee may increase. See the Rider Charges provision on page 3 of your rider.]

(C) The following disclosure paragraph to be used AFTER introduction of approved investment options.

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires allocation of purchase payments and contract value to one or more approved investment options, currently [Portfolio Stabilizer fund(s)]: [Columbia Variable Portfolio —Managed Volatility Fund (Class 2)].

- Payments may also be allocated to the Special DCA Fixed Account for transfer to approved investment option(s) You select.
- We reserve the right to add, remove or substitute approved investment options.]

RiverSource Life Insurance Company

Statement of Variability

~~October 6, 2009~~ April 15, 2012

Rider Forms	411283 <u>and state variations thereof</u>
Specification Page Paragraph Insert Forms	DP411283 <u>and state variations thereof</u>

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. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will always meet or exceed the requirements of the laws of your state.

Rider Form:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the last two numbers of a year, from 2009 to future years.

Specification Page Form DP411283: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing, or based on the investment option the client selects, if more than one is available. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner of the Contract Data page. The rider marketing name is bracketed to indicate that the name may change.

4. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the rider.

	Current value	Range of possible values
5. Initial Annual Rider Fee	.80%	.10%-3.50%
6. Maximum Annual Rider Fee	1.75%	.10%-3.50%
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8. Automatic Step-up Percentage	80%	30% - 95%

9. The "Specified Investment Options/Allocation Restrictions and Limitations" paragraph is bracketed to indicate that:
 - (1) if the restriction does not apply, this paragraph will not appear on the specification page form;
 - (2) if additional investment options such as various "funds of funds" as indicated in paragraph (A) below, or if only various "funds of funds" are available as indicated in paragraphs (B) or (C) below, one of the paragraphs shown below will appear in place of the paragraph shown on the form;
 - (3) if both "funds of funds" investment options are available, either paragraph (B) or (C) will appear, based on the client's selection.

Within the paragraphs, the marketing name for the asset allocation program, "Portfolio Navigator," or approved investment options, "Portfolio Stabilizer", and the funds of funds names may change. The model ~~and portfolio~~ and fund names are bracketed to allow us to change the available

models/~~portfolios~~funds for new issues. For example, we may not offer an Aggressive option at all times.

(A) The following disclosure paragraph to be used AFTER introduction of "Funds of Funds."

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires either 1) participation in the [Portfolio Navigator] asset allocation program, or 2) 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to one of the [XYZ Fund Asset AllocationSM Portfolios]. The [Portfolio Navigator] asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. [XYZ Fund Asset AllocationSM Portfolios] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [Portfolio Navigator] models or [XYZ Fund Asset AllocationSM Portfolios]:

[Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change allocations or Asset Allocation Models, the Annual Rider Fee may increase. See the Rider Charges provision on page 3 of your rider.]

(B) The following disclosure paragraph to be used if only "Funds of -Funds."

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to one of the [XYZ Fund Asset AllocationSM Portfolios]. [XYZ Fund Asset AllocationSM Portfolios] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [XYZ Fund Asset AllocationSM Portfolios]:

[Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive]. If you elect to change allocations or Asset Allocation Models, the Annual Rider Fee may increase. See the Rider Charges provision on page 3 of your rider.]

(C) The following disclosure paragraph to be used AFTER introduction of approved investment options.

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires allocation of purchase payments and contract value to one or more approved investment options, currently [Portfolio Stabilizer fund(s)]: [Columbia Variable Portfolio —Managed Volatility Fund (Class 2)].

- Payments may also be allocated to the Special DCA Fixed Account for transfer to approved investment option(s) You select.

- We reserve the right to add, remove or substitute approved investment options.]

Guaranteed Minimum Accumulation Benefit Rider

[Accumulation Protector Benefit®] 1.

Rider Effective Date: [10/01/2009] 4.
Initial Annual Rider Charge: [0.80%] 5.
Maximum Annual Rider Charge: [1.75%] 6.
Duration of Waiting Period: [10 Years] 7.
Automatic Step-up Percentage: [80%] 8.

9. [Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the Portfolio Navigator asset allocation program. The Portfolio Navigator asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. You may select from the following Portfolio Navigator models: Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive. If you elect to change asset allocation models, the Annual Rider Fee may increase. See the Rider Charges provision on page 3 of your rider.]

DP411283

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER

[Accumulation Protector Benefit®] 1.

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

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

This rider requires either specific investment allocations or participation in an asset allocation program approved by us. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

The additional charge for this rider is described below.

Definitions

Benefit Date

This is the first Valuation Date immediately following the expiration of the Waiting Period.

Minimum Contract Accumulation Value

If this rider is effective on the Contract Date, the initial Minimum Contract Accumulation Value is the amount equal to Your initial purchase payment and any purchase payment credit.

If this rider is effective on a Contract Anniversary, the initial Minimum Contract Accumulation Value will be the Contract Value on the later of the Contract Anniversary or the Valuation Date We receive Your Written Request.

The Minimum Contract Accumulation Value also includes the amount of any purchase payments and any purchase payment credits received within the first 180 Days that the rider is effective, and is reduced by any "adjustments for partial surrenders."

Adjustments for Partial Surrenders

"Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

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

- a** = the amount Your Contract Value is reduced by the partial surrender
- b** = the Minimum Contract Accumulation Value on the date of (but prior to) the partial surrender
- c** = the Contract Value on the date of (but prior to) the partial surrender.

Waiting Period

The Waiting Period for the rider is shown under Contract Data. The Waiting Period starts on the rider effective date. The day prior to the rider anniversary, after the number of years shown, is the last day of the Waiting Period.

Guaranteed Minimum Accumulation Benefit

The rider provides a one-time adjustment to Your Contract Value on the Benefit Date if Your Contract Value on that date is less than the Minimum Contract Accumulation Value. In this situation, the Contract Value will be increased to equal the Minimum Contract Accumulation Value. A lump sum payment of the difference between the Contract Value and the Minimum Contract Accumulation Value will be allocated among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value. The rider will then terminate, no further rider benefits will be payable, and no further charges for the rider will be deducted from Your Contract Value.

If the Contract Value on the Benefit Date is equal to or greater than the Minimum Contract Accumulation Value, no rider benefit will be paid. The rider will then terminate, no further rider benefits will be payable, and no further charges for the rider will be deducted from Your Contract Value.

If Your Contract Value falls to zero as the result of adverse market performance or the deduction of charges at any time before the Benefit Date, the contract and all its riders, including this rider, will terminate without value and no rider benefits will be paid on account of such termination. Exception: On the Benefit Date, if You are still living, an amount equal to the Minimum Contract Accumulation Value on the Valuation Date that Your Contract Value reached zero, will be paid to You. No further benefits will then be payable from this rider.

Operation of the Waiting Period

The Waiting Period starts on the rider effective date. If You choose an Elective Step-Up, the Waiting Period will restart as of the latest Contract Anniversary. The Elective Step-Up is described below. We also reserve the right to restart the Waiting Period as of the latest Contract Anniversary whenever You change Your investment selection and the rider fee is increased.

Step-Up of the Minimum Contract Accumulation Value

Automatic Step-Up

On each Contract Anniversary after the effective date of the rider, the Minimum Contract Accumulation Value will be the greater of:

- (a) the Contract Value on that anniversary times the Automatic Step-Up Percentage shown under Contract Data; or
- (b) the Minimum Contract Accumulation Value immediately prior to this Automatic Step-Up.

This Automatic Step-Up of the Minimum Contract Accumulation Value will not restart the Waiting Period and will not change the charge for the rider.

Elective Step-Up

Once each contract year within the thirty Days following each Contract Anniversary after the effective date of the rider but prior to the Benefit Date, You may notify Us that You wish to exercise the Elective Step-Up option. When You do so, if the Contract Value on the Valuation Date We receive Your Written Request to exercise this option is greater than the Minimum Contract Accumulation Value on that date, We will increase the Minimum Contract Accumulation Value to that Contract Value.

If Your Minimum Contract Accumulation Value is increased as a result of this Elective Step-Up, the Waiting Period will restart as of the latest Contract Anniversary and We may increase the fee for the rider. The Waiting Period under the rider shall always commence from the later of the rider effective date or the latest Contract Anniversary for which the Elective Step-Up option was exercised.

The Elective Step-Up option is not available for an Inherited IRA under the Code or if the Benefit Date would be after the Annuitization Start Date.

Additional Purchase Payments with Elective Step-Ups

If Your Minimum Contract Accumulation Value is increased as a result of this Elective Step-Up, You have 180 Days from the latest Contract Anniversary to make additional purchase payments. The Minimum Contract Accumulation Value will be increased by the amount of any additional purchase payments and any purchase payment credits received during this period.

Contract Provision Modifications

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

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract during the Waiting Period under the Spouse's Option to Continue Contract provision, the rider will continue as part of the contract.

Once within the thirty Days following spousal continuation, the spouse may choose to exercise an Elective Step-Up. If the Step-Up is elected, and if the Contract Value on the Valuation Date We receive their Written Request is greater than the Minimum Contract Accumulation Value on that date, We will increase the Minimum Contract Accumulation Value to that Contract Value. Also, the Waiting Period will restart on the latest Contract Anniversary, and We may increase the fee for this rider. Additional purchase payments are not allowed following Elective Step-Ups associated with spousal continuation.

Additional Purchase Payments

The rider prohibits additional purchase payments in the period after the first 180 Days that the rider is effective and before the expiration of the Waiting Period, except as described in the Additional Purchase Payments with Elective Step-Ups section.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

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

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options, provided such transfers are not determined to disadvantage other contract owners, (2) automated transfers necessary to adjust Contract Value allocations to match the allocation percentages utilized in certain investment options, or (3) transfers as otherwise agreed to by Us.

Change of Ownership and Assignment

If allowed by state law, a change of ownership or assignment is subject to Our approval.

Rider Charges

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

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the Contract Value or the Minimum Contract Accumulation Value.

The Initial Annual Rider Fee associated with Your initial investment selection is shown under Contract Data. The Annual Rider Fee will not increase unless You alter Your investment selection or exercise the Elective Step-Up option when the fee for the rider has increased. The Annual Rider Fee is subject to the Maximum Annual Rider Fee shown under Contract Data.

If the rider fee increases during a contract year, We will calculate an average rider charge, for that year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect. The charge, for that contract year only, is calculated as described above using the average Annual Rider Fee.

If the contract is terminated for any reason prior to the Benefit Date, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year. If the contract is terminated as a result of the death benefit being paid, We will deduct the charge from the Contract Value at that time, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

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

1. The rider will terminate on the Benefit Date.
2. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
3. The rider will terminate on the Annuitization Start Date.
4. Termination of the contract for any reason will terminate the rider.

Effective Date

The effective date for this rider is shown under Contract Data. If selected at time of application, this rider is effective as of the Contract Date of this contract. If this rider is added to the contract after the Contract Date, it is effective on the Contract Anniversary nearest the date We receive Your Written Request to add this rider to Your contract.

RiverSource Life Insurance Company

 [2.]

Secretary