Filing at a Glance

Company:	RiverSource Life Insurance Company
Product Name:	RAVA 5 Variable Annuities
State:	Arkansas
TOI:	A03I Individual Annuities - Deferred Variable
Sub-TOI:	A03I.002 Flexible Premium
Filing Type:	Form
Date Submitted:	12/20/2012
SERFF Tr Num:	AEMN-128821782
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	411380AR2
Implementation Date Requested:	04/29/2013
Author(s):	Linda Elston, Jeff Pederson, Susan Schmidt
Reviewer(s):	Linda Bird (primary)
Disposition Date:	01/03/2013
Disposition Status:	Approved-Closed
Implementation Date:	

State Filing Description:

General Information

Project Name: Tiered Share Class Project
Project Number: 411380
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Deemer Date:
Submitted By: Susan Schmidt

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: Domicile state of Minnesota is an IIPRC member. This filing has been submitted to IIPRC December 10, 2012.
Market Type: Individual
Individual Market Type:
Filing Status Changed: 01/03/2013
State Status Changed: 01/03/2013
Created By: Susan Schmidt
Corresponding Filing Tracking Number: AEMN-128821803, AEMN-128805133

Filing Description:
Subject: Individual Variable Annuity Submission

Form Number …….. Form
411381-AR ……RAVA 5 Select Contract
411381-DPRS5 ……RAVA 5 Select Data Page - 4 year surrender charge

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

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

The forms are new and replace other forms on file as shown in the Forms Schedule tab and shown in the Form Utilization List attached to a schedule item on the Supporting Documentation tab.

These variable annuities will be sold through agents of RiverSource Life Insurance Company on a nonqualified, IRA, TSA and 401 plan basis. We intend to implement the new forms after the latest of April 29, 2013, state approval or SEC annuity prospectus effective date. These variable forms are subject to federal jurisdiction, and accordingly the Flesch readability requirements do not apply.

Attached in the Supporting Documentation tab are redlined comparisons of these forms showing changes to previously approved forms being replaced.

CONTRACT FORM
Form 411381-AR – INDIVIDUAL FLEXIBLE PAYMENT DEFERRED ANNUITY CONTRACT

This contract and each data page listed below provide for contract values and annuity payments on a fixed, variable or some combination basis. Purchase payments may be allocated to:
• a Regular Fixed Account,
• a Special Dollar Cost Averaging (SDCA) Fixed Account and
• a variable account which offers a variety of subaccounts.

Contract Form 411381-AR will be issued with product-specific data page 411381-DPRS5; detailed product benefit information

and charge descriptions are found in the actuarial memorandum for the contract and data page combination. The difference between this contract and the contract described above is that surrender charges are contract-year based and end after a specified number of years, rather than a rolling payment-date based schedule of surrender charges. Similar to base contract form 411380-AR, it includes a guaranteed minimum death benefit and a waiver of surrender charges for hospitalization, nursing home confinement and terminal illness. Previously approved endorsement form 411272 (Guarantee Period Accounts) will also be attached to this contract when offered The contract includes a gender based annuity payout rate table which provides the contract's current table(s) with both variable AIR tables based on the "2000 Individual Annuitant Mortality Table A", with 100% projection Scale G and a 5% assumed investment return and guaranteed fixed annuitization tables based on the the "2000 Individual Annuitant Mortality Table A" at rates between 0.25% - 1.00%, with 100% Projection Scale G..or, if issued to employer-employee plans (contracts that are not Non-Qualified or IRA plans, except for SEP-IRA or SIMPLE IRA plans) that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964, a gender neutral annuity payout rates endorsement form (see below) will be attached. Initially the rate will be 1.00%. All new issues will receive the same rate. It will not be random or discriminatory. The contract is not used with an illustration. The actuarial memorandums submitted with this filing contain detailed information about the Fixed Account guaranteed minimum interest. The Forms Utilization List, a complete listing of all replaced forms and previously approved forms to be used with this contract, is attached under Supporting Documentation.

CONTRACT DATA PAGE FORM
...Form 411381-DPRS5
This data page will be issued with contract form 411381-AR. The contract-year based surrender charge schedule is 7%, 6%, 5% and 4% with this product. There are no surrender charges after the fourth contract year. The normal issue ages will be up to age 90. The minimum initial payment will be $10,000 for non-qualified contracts and $2,000 for tax qualified contracts. Additional payments (minimum $50) are allowed but are not required. As shown on this data page, additional payments into this contract are limited by attained age and by contract year, and the number of contract years that additional payments are permitted is currently limited to the first five contract years.

APPLICATIONS USED WITH CONTRACT FORM 411381-AR.
Please see the Forms Utilization List attached under Supporting Documentation for information on previously approved applications to be used with these forms.

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

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

Sincerely,
Susan Schmidt
612-671-1734
Susan.2.Schmidt@ampf.com

Company and Contact

State: *Arkansas* **Filing Company:** *RiverSource Life Insurance Company*
TOI/Sub-TOI: *A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium*
Product Name: *RAVA 5 Variable Annuities*
Project Name/Number: *Tiered Share Class Project/411380*

Filing Contact Information

Susan Schmidt, Sr. Contract Analyst
9550 Ameriprise Financial Center
H25/9550
Minneapolis, MN 55474

Susan.2.Schmidt@ampf.com
612-671-1734 [Phone]
612-671-3866 [FAX]

Filing Company Information

RiverSource Life Insurance Company
9550 Ameriprise Financial Center
H25/9550
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

Fee Required? Yes
Fee Amount: $125.00
Retaliatory? Yes
Fee Explanation: Domicile state of Minnesota requires a $125.00 filing fee. Arkansas requires $50 per form X 2 = $100.00. Domicile filing fee is greater.
Per Company: No

Company	Amount	Date Processed	Transaction #
RiverSource Life Insurance Company	$125.00	12/20/2012	65942896

State: *Arkansas* **Filing Company:** *RiverSource Life Insurance Company*
TOI/Sub-TOI: *A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium*
Product Name: *RAVA 5 Variable Annuities*
Project Name/Number: *Tiered Share Class Project/411380*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/03/2013	01/03/2013

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Certification	Susan Schmidt	12/27/2012	12/27/2012
Supporting Document	Consumer Notices	Susan Schmidt	12/27/2012	12/27/2012
Supporting Document	Redlines	Susan Schmidt	12/20/2012	12/20/2012

State: *Arkansas* **Filing Company:** *RiverSource Life Insurance Company*
TOI/Sub-TOI: *A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium*
Product Name: *RAVA 5 Variable Annuities*
Project Name/Number: *Tiered Share Class Project/411380*

Disposition

Disposition Date: 01/03/2013
Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Form Utilization List		Yes
Supporting Document (revised)	Redlines		Yes
Supporting Document	Redlines		Yes
Supporting Document	Certification		Yes
Supporting Document	Consumer Notices		Yes
Form	RAVA 5 Select Contract		Yes
Form	RAVA 5 Select Data page		Yes

Amendment Letter

Submitted Date: 12/27/2012

Comments:

I apologize for my oversight for not including the Certification and Consumer Notices with initial submission of this filing. Please find them now attached. Thank you.

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes	
Satisfied - Item:	Certification
Comments:	
Attachment(s):	
AR CERTIFICATION 2.pdf	
Satisfied - Item:	Consumer Notices
Comments:	
Attachment(s):	
AR Guaranty Assn Notice.pdf AR Information Notice.pdf	

Amendment Letter

Submitted Date: 12/20/2012

Comments:

I apologize for an oversight - the redline forms are now attached.

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes	
Satisfied - Item:	Redlines
Comments:	
Attachment(s):	
411381-AR redlined from 411295.pdf 411381-DPRS5 redlined from 411295-DPRS5.pdf	
Previous Version	
Satisfied - Item:	*Redlines*
Comments:	*ADD*

State: *Arkansas* **Filing Company:** *RiverSource Life Insurance Company*
TOI/Sub-TOI: *A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium*
Product Name: *RAVA 5 Variable Annuities*
Project Name/Number: *Tiered Share Class Project/411380*

Form Schedule

Lead Form Number: 411381-AR

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		RAVA 5 Select Contract	411381-AR	POL	Revised	Previous Filing Number:	44231		411381-AR RAVA 5 Select Contract.pdf
						Replaced Form Number:	411295		
2		RAVA 5 Select Data page	411381-DPRS5	DDP	Revised	Previous Filing Number:	44231		411381-DPRS5 RAVA 5 Select Data page 4 yr surrender charge.pdf
						Replaced Form Number:	411295-DPRS5		

Form Type Legend:

ADV	Advertising	**AEF**	Application/Enrollment Form
CER	Certificate	**CERA**	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	**FND**	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	**NOC**	Notice of Coverage
OTH	Other	**OUT**	Outline of Coverage
PJK	Policy Jacket	**POL**	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	**SCH**	Schedule Pages

Deferred Annuity Contract

RiverSource Life Insurance Company
70100 Ameriprise Financial Center
Minneapolis MN 55474

1-800-862-7919

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RiverSource Annuities

This is a deferred annuity contract. It is a legal contract between You, as the Owner, and Us, RiverSource Life Insurance Company, a stock company, Minneapolis, Minnesota. **PLEASE READ YOUR CONTRACT CAREFULLY.**

If You are living on the Annuitization Start Date, We will begin to pay You monthly payments, subject to other provisions of this contract. This date may be changed as provided in this contract.

We issue this contract in consideration of the payment of the initial purchase payment.

ACCUMULATION VALUES AND ANNUITY PAYMENTS, WHEN BASED ON THE INVESTMENT RESULTS OF THE VARIABLE SUBACCOUNTS, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. SEE THE ACCOUNTS: FIXED AND VARIABLE SECTION FOR VARIABLE ACCOUNT PROVISIONS.

OPTIONAL RIDER CHARGES MAY REDUCE THE DEATH BENEFIT AMOUNT TO LESS THAN THE CONTRACT VALUE. SEE THE PAYMENTS TO BENEFICIARIES PROVISIONS.

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NOTICE OF YOUR RIGHT TO EXAMINE THIS CONTRACT FOR TEN DAYS. If for any reason You are not satisfied with this contract, You may cancel this contract by returning it to Us or Our agent within ten Days after You receive it.

- If this is not an IRA contract, upon such cancellation We will refund an amount equal to the sum of: (1) the Contract Value at the end of the Valuation Period during which We receive the contract; and (2) any premium tax charges paid.
- If this is an IRA contract, upon such cancellation We will refund all purchase payments which You have paid.
- If this contract is intended to replace an existing contract, your right to examine this contract is extended to 30 days.

This contract will then be considered void from its start.

Signed for and issued by RiverSource Life Insurance Company of Minneapolis, Minnesota, as of the Contract Date.

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Secretary

President

- Flexible Purchase Payments – Subject to Limitations
- Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments
- Annuity Payments Begin on the Annuitization Start Date
- This Contract is Nonparticipating – Dividends Are Not Payable
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Definitions

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

Accumulation Unit

An Accumulation Unit is an accounting unit of measure. It is used to calculate the Contract Value in the Variable Account prior to the application of amounts to an annuity payment plan.

Annuitant

The Annuitant is the person or persons on whose life periodic annuity payments depend. If there are joint Annuitants prior to the Annuitization Start Date, the term Annuitant in this contract is replaced in all instances with the term Annuitants.

Annuitization Start Date

The Annuitization Start Date is the date on which annuity payments begin as described in the Annuity Payment provision. This date is either as shown under Contract Data or the date as changed as provided in this contract. You will be notified prior to the Annuitization Start Date.

Annuity Unit

An Annuity Unit is an accounting unit of measure. It is used to calculate the value of annuity payments from the variable subaccounts on and after the Annuitization Start Date.

Attained Age

Attained Age is the number of whole years since birth, which is the same as the age as of a person's latest birthday, unless born on February 29.

Code

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

Contingent Annuitant

The Contingent Annuitant is the person who becomes the Annuitant when the current Annuitant dies prior to the Annuitization Start Date.

Contract Anniversary

The Contract Anniversary is the same Day and month as the Contract Date each year that the contract remains in force.

Contract Date

The Contract Date is the date from which Contract Anniversaries, contract years, and contract months are determined. Your Contract Date is shown under Contract Data.

Contract Value

The Contract Value is the sum of the Contract Value in the Regular Fixed Account, Contract Value in the Special DCA Fixed Account and Contract Value in the Variable Account.

Day

Unless specified otherwise, a Day is a calendar day.

Fixed Account

The Fixed Account is made up of all Our assets other than those in any separate account.

Fixed Annuity

A Fixed Annuity is an annuity with payments which are guaranteed by Us as to dollar amount during the annuity payment period.

Nonqualified Contract

A Nonqualified Contract is a contract used primarily for retirement purposes that is not intended to qualify as a Tax Qualified Contract.

Owner, You, Your

"Owner," "You" and "Your" refer to the owner or owners of this contract. Any contract provisions based on the age of the Owner will be based on the age of the oldest Owner. Any ownership change, including continuation of the contract by Your spouse under the Spouse's Option to Continue Contract provision, redefines "Owner," "You" and "Your" as the new owner.

Regular Fixed Account

The Regular Fixed Account is an option available within the Fixed Account to which You may allocate purchase payments and Contract Values. Amounts allocated to the Regular Fixed Account will earn a specified rate of interest.

Special DCA Fixed Account

The Special DCA Fixed Account is an option within the Fixed Account to which You may allocate purchase payments. Purchase payment amounts You allocate to the Special DCA Fixed Account must be transferred within a specified period of time to selected variable subaccounts. The amounts allocated to the Special DCA Fixed Account earn a specified rate of interest until transferred out of the Special DCA Fixed Account.

Tax Qualified Contract

A Tax Qualified Contract is a contract that is intended to qualify as part of a tax-advantaged retirement plan such as individual retirement annuities, tax-sheltered savings annuities or other tax-advantaged retirement plans.

Valuation Date

A Valuation Date is each Day the New York Stock Exchange is open for trading. At the New York Stock Exchange close of business, the next Valuation Date begins. Whenever Your Contract Anniversary is not a Valuation Date, Your Contract Value for that Contract Anniversary will be based on close of business values on the next Valuation Date.

Valuation Period

A Valuation Period is the interval of time commencing at the New York Stock Exchange close of business on each Valuation Date and ending at the close of business on the next Valuation Date.

Variable Account

The Variable Account consists of separate variable subaccounts to which You may allocate Contract Values including purchase payments. Each subaccount invests in shares of one fund. The variable subaccounts available on the Contract Date are shown under Contract Data. The value of Your investment in each variable subaccount changes with the performance of the particular fund.

Variable Annuity

A Variable Annuity is an annuity with payments which are not predetermined or guaranteed as to dollar amount and vary in amount with the investment experience of one or more of the variable subaccounts.

We, Us, Our

Any reference to "We," "Us" or "Our" means RiverSource Life Insurance Company.

Written Request

A Written Request is a request in writing, on a form acceptable to Us, signed by You and delivered to Us at Our corporate office.

General Provisions

Entire Contract

This contract form and any attached endorsements or riders are the entire contract between You and Us.

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 contract. That person must do so in writing. None of Our other representatives or other persons has the authority to change or waive any of Our rights or requirements under this contract.

Annuity Tax Qualification

This contract is intended to qualify as an annuity contract under Section 72 and other relevant sections of the Code for Federal income tax purposes. To that end, the provisions of this contract are to be interpreted to ensure or maintain such tax-qualification, despite any other provisions to the contrary. We reserve the right to unilaterally amend this contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification, subject to any necessary regulatory approval. We will send You a copy of any such amendments.

Contract Modification

This contract may be modified at any time by written agreement between You and Us. The modification must be signed by one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary).

Incontestable

This contract is incontestable from its Contract Date.

Benefits Based on Incorrect Data

If benefit amounts are determined by incorrect information regarding a person's age or gender, payments described in this contract will be adjusted. They will be based on what would have been provided using the correct birth date and/or correct gender. Any underpayments made by Us will be made up promptly without interest. We reserve the right to recover any amounts overpaid from You or Your estate. If there are any future payments under this contract, overpayments made by Us will be subtracted, without interest, and/or as otherwise legally permissible.

State Laws

This contract is governed by the law of the state in which it is delivered. The values and benefits of this contract are at least equal to those required by such state. Any paid up annuity, cash surrender or death benefits available under the contract are not less than the minimum benefits required by any law of the state in which the contract is delivered.

Reports to Owner

At least once a year as of a date not more than four months previous to the date of mailing, We will send You, without charge, a statement showing (1) the Contract Value as of the beginning and end dates of the period, (2) the contract's surrender value and any outstanding loan value as of the end date of the period, and (3) amounts credited or debited during the period, identified by type. This statement will also show any other information required under state or federal law.

We will also send You, without charge, notice of current or other values upon Your request.

Evidence of Survival

Where any payments under this contract depend on the recipient or Annuitant being alive on a certain date, We may require proof satisfactory to Us that such condition has been met. Such proof may be required prior to making the payments.

Protection of Proceeds

Payments under this contract are not assignable by any beneficiary prior to the time they are due. To the extent allowed by law, payments are not subject to the claims of creditors or to legal process.

Payments by Us

All sums payable by Us are payable at Our corporate office. Any payment or surrender from a variable subaccount is based on the variable subaccount value.

Voting Rights

If federal law requires, We will give certain voting rights to contract owners. If You have voting rights, We will send You a notice telling You the time and place of a shareholder meeting. The notice will also explain matters to be voted upon and how many votes to which You are entitled.

Termination of the Contract

The contract will be terminated under the following conditions:

1. After the death benefit is paid, the contract will terminate.
2. Reduction of the Contract Value to zero will terminate the contract unless benefits are payable under the terms of certain optional withdrawal benefit or accumulation benefit riders, if any, attached to this contract.
3. Your Written Request for a full surrender will terminate the contract.

Ownership, Annuitant and Beneficiary

Owner Rights

Unless otherwise stated in this contract, You may exercise all rights and privileges provided in this contract or allowed by Us.

If two Owners jointly own this contract, each Owner may independently exercise transfers among the various account options and designate purchase payment allocations. Unless agreed to by Us, all other terms, conditions, rights and requirements that apply to an Owner under this contract shall apply jointly to each joint Owner named.

Non-Natural Person and Revocable Trust Ownership

The Owner may be a non-natural person (e.g. irrevocable trust or corporation) or a revocable trust if We agree. If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit using the age or life of the Owner. These include Payments to Beneficiaries provisions, the ROPP Benefit Age, Hospitalization/ Nursing Home Waiver Benefit Age, TI Waiver Benefit Age and Maximum Purchase Payments shown under Contract Data, the Waiver of Surrender Charge upon Hospital or Nursing Home Confinement provision, and the Waiver of Surrender Charge upon Terminal Illness Diagnosis provision. If the Owner or any joint Owner is a non-natural person or revocable trust, the Annuitant may not be changed.

Change of Ownership

You may change the ownership of this contract by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the receipt.

A change of ownership may result in tax consequences.

See any attached tax qualified endorsement for ownership change limitations.

Beneficiary

Except as otherwise provided in the contract, beneficiaries are those You designate to receive the death benefit of this contract if You die while this contract is in force. We will not be bound by any such designation unless made by Written Request or other method agreed to by Us and recorded by Us. Any beneficiary designation takes effect as of the date of Your request. However, We are not liable for any payment made by Us before the recording.

For joint spousal ownership with right of survivorship, the surviving spouse is deemed the sole beneficiary superseding any other beneficiary designation. This permits the surviving spouse to use the Spouse's Option to Continue Contract provision in the Payments to Beneficiaries section of the contract. (The deemed surviving spouse sole beneficiary designation may only be overridden if specifically requested in writing and signed by both joint spousal Owners.)

Only those beneficiaries who are living as of the date of death may share in the benefits, if any. Benefits will be paid to all primary beneficiaries surviving You, in accordance with Your last beneficiary designation on file. If none survive, proceeds will be paid to all surviving contingent beneficiaries. If there is no valid beneficiary designation or if no beneficiary survives, We will pay the benefits as follows:

- if there are joint Owners, We will pay the surviving Owner(s), otherwise;
- if the Owner is a non-natural person or revocable trust, We will pay the Owner, otherwise;
- to Your spouse, if living;
- if no spouse is living, to Your lawful children per stirpes;
- if You have no spouse or direct descendents, to Your parents equally or the survivor, if living, otherwise to Your estate.

Change of Beneficiary

By Owner: You may change the beneficiary at any time by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request. However, We are not liable for any payment made by Us before the receipt.

By Beneficiary: If the death benefit under this contract becomes payable to a beneficiary (recipient) under an annuity payment plan, that recipient shall have the right to name, or later change, their own beneficiary by Written Request. If there is no valid beneficiary designation or if no beneficiary survives the recipient, We will pay any benefits due under the annuity payment plan following the death of the original beneficiary as follows:

- to the recipient's spouse, if living;
- if no spouse is living, to the recipient's lawful children per stirpes;
- if the recipient has no spouse or direct descendents, to the recipient's parents equally or the survivor, if living, otherwise to the recipient's estate.

Change of Annuitant or Contingent Annuitant

If:

1. this is a Nonqualified Contract, and
2. You are a natural person, and
3. You are not a revocable trust, and
4. it is prior to the Annuitization Start Date;

then You may change the Annuitant or Contingent Annuitant by Written Request or other method agreed to by Us. Once We receive the request and We record the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the recording.

In addition, if the Annuitant is not an Owner and the Annuitant dies before the Annuitization Start Date, the Owner becomes the Annuitant unless a Contingent Annuitant has been previously selected. The contract continues in force, and no death benefit is payable.

If the Annuitant is an Owner and the Annuitant dies before the Annuitization Start Date, the death benefit is payable.

In the case of joint ownership, one Owner must be named as Contingent Annuitant.

Pre-election of an Annuity Payment Plan

If this is a Nonqualified Contract, You may elect how the death benefit described in this contract is to be paid in the event of Your death before the Annuitization Start Date. You must make the election by Written Request or other method agreed to by Us. In this event the death benefit shall be payable as so elected by You, rather than as requested by the beneficiary. If for any reason such election does not satisfy Section 72 of the Code or related distribution requirements, the election will be void and the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract. This provision is available for Tax Qualified Contracts if agreed to by Us.

Assignment

If this is a Nonqualified Contract, You can assign this contract or any interest in it. Your interest and the interest of any beneficiary are 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 contract. Any amounts payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Us at Our corporate office. Unless otherwise specified by You, assignments shall be effective on the date the assignment notice is signed, subject to any action taken or payment made by Us before the assignment was received at Our corporate office. We are not responsible for the validity or effect, tax or otherwise, of any assignment.

Payments to Beneficiaries

Spouse's Option to Continue Contract

If You die before the Annuitization Start Date and Your spouse is the sole primary beneficiary or a joint tenant with right of survivorship, Your spouse may accept payment of the death benefit under options described below or keep the contract in force as Owner, including any associated riders in force, subject to rider continuation rules in effect. If the Owner was also the Annuitant, then the spouse becomes the Annuitant as well.

Election by the spouse to continue the contract must be made by Written Request, or other method agreed to by Us, at the time We receive due proof of death. Upon spousal continuation the Contract Value shall be equal to the death benefit that would otherwise have been paid but with no reduction for rider charges on riders that remain in-force. The spouse may make additional purchase payments to the contract. Surrender charges under the continued contract shall not apply after the election by the spouse to continue the contract.

Death Benefit Before the Annuitization Start Date

A death benefit is payable to the beneficiary if You die when the Contract Value is greater than zero and before the Annuitization Start Date.

If the annuity is jointly owned by non-spousal Owners, then the death benefit will be paid to the beneficiary at the first death of a joint Owner.

If the annuity is jointly owned by spousal Owners, see Spouse's Option to Continue Contract above.

Payment Options

Any amounts payable or applied by Us as described in this section will be based on the Contract Values as of the Valuation Date on or next following the date on which We receive due proof of death at Our corporate office. Due proof of death includes all documents needed to complete a beneficiary's claim.

The death benefit for each beneficiary will be payable in a lump sum on the Valuation Date We receive due proof of death from that beneficiary. The beneficiary may elect to receive payment anytime within five years after the date of death.

In lieu of a lump sum, payments may be made under a payment plan, provided:

- the beneficiary elects the plan at the time We receive due proof of death; and
- the plan provides payments over a period which does not exceed the life or over a period not extending beyond the life expectancy of the beneficiary; and
- payments begin no later than one year after the date of death.

If the beneficiary elects an annuity payment plan, such beneficiary shall be the Annuitant for purposes of a lifetime payment plan.

Amount Payable Before the Annuitization Start Date

If You are the ROPP Benefit Age (shown under Contract Data) or younger on the later of (1) the Contract Date or (2) the date of the most recent "covered life change," (if applicable), and if You die prior to the Annuitization Start Date with a Contract Value greater than zero; then We will pay the beneficiary the greater of the following amounts:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment (ROPP) Value.

If You are older than the ROPP Benefit Age (shown under Contract Data) on the later of (1) the Contract Date or (2) the date of the most recent "covered life change" (if applicable), and if You die prior to the Annuitization Start Date with a Contract Value greater than zero; then We will pay the beneficiary the Contract Value after any rider charges have been deducted.

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

Return of Purchase Payment (ROPP) Value Definition: On the Contract Date the ROPP value is established as the total purchase payments made to the contract.

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

1. Additional purchase payments will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any increases to the Contract Value due to the death benefit that would otherwise have been paid but with no reduction for rider charges on riders that remain in-force.
4. After a "covered life change" other than for a spouse who continues the contract:

   if the prior Owner was eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

   A= the Contract Value on that date after any rider charges have been deducted, and

   B= the ROPP value on that date (but prior to the reset).

   if the prior Owner was not eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" as the Contract Value on that date, after any rider charges have been deducted.

Adjustments for Partial Surrenders Definition:

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

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

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

b = the ROPP value on the date of (but prior to) the partial surrender

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

Death Benefit After the Annuitization Start Date

The Owner's death produces a death benefit after the Annuitization Start Date. The amount payable, if any, will depend on the annuity payment plan then in effect.

Death of the Owner: If the Owner is the Annuitant and dies after the Annuitization Start Date, payments cease for lifetime only payment plans. Payments continue to the Owner's beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If the Owner is not the Annuitant and dies after the Annuitization Start Date, payments continue to the beneficiaries according to the payment plan in effect.

Death of the Annuitant or of a beneficiary receiving payments under an annuity payment plan: If the Owner is not the Annuitant and the Annuitant dies after the Annuitization Start Date, payments cease for lifetime payment plans. Payments continue to the Owner for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If a beneficiary elects an annuity payment plan as provided under the Payment Options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as provided under the Change of Beneficiary provision for the remainder of any guarantee period.

In any event, amounts remaining payable must be paid at least as rapidly as payments were being made at the time of such death.

Purchase Payments

Purchase Payments

Purchase payments are the payments You make for this contract and the benefits it provides. Purchase payments must be paid or mailed to Us at Our corporate office or to an authorized agent. If requested, We'll give You a receipt for Your purchase payments.

Additional Purchase Payments

Subject to the Payment Limits provision below, additional purchase payments may be made until the earlier of:

1. the date this contract terminates by surrender or otherwise; or
2. the Annuitization Start Date.

Subject to the Payment Limits Provision You may:

1. stop and/or restart purchase payments; or
2. increase or decrease the amount of Your purchase payments; or
3. change the interval of Your purchase payments.

Payment Limits

Maximum Purchase Payments - The maximum purchase payments in the first or later years may not exceed the amounts shown under Contract Data, based on the contract year and Your Attained Age at the time of payment unless We allow otherwise on a non-discriminatory basis.

The Maximum Purchase Payments Permitted includes payments to all deferred annuity contracts We have issued where You are an Owner. We reserve the right to increase the maximums.

Additional Purchase Payments - Additional purchase payments You make must be at least the minimum amount shown under Contract Data.

You cannot allocate purchase payments to the Fixed Account for six months following: (1) a partial surrender from the Fixed Account; (2) a lump sum transfer from the Regular Fixed Account to another account; or (3) termination of automated transfers from the Special DCA Fixed Account prior to the end of the elected Special DCA time period.

We reserve the right to cancel this contract if both of the following conditions exist at the same time: (1) no purchase payments have been paid for a continuous period of 24 months; and (2) less than $500 in purchase payments have been paid under this contract. In this event, We will give You notice of Our intent to cancel this contract. Upon such cancellation We will pay You the Contract Value, after any rider charges have been deducted, in one sum. This contract will then terminate.

Allocation of Purchase Payments

You instruct Us on how You want Your purchase payments allocated among the available accounts.

The percentage of any payment which may be allocated to the Regular Fixed Account is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

We reserve the right to limit the accounts and/or variable subaccounts to which You can allocate purchase payments or Contract Value at any time. In addition, allocations to certain accounts or variable subaccounts may be limited or required under the terms of certain optional benefit riders, if any, attached to this contract.

Your allocation instructions as of the Contract Date are shown under Contract Data. Unless any restrictions apply, You may, by Written Request or other method agreed to by Us, change Your choice of accounts or percentages. If Your current allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will apply payments pro rata according to the valid portion of Your allocation instructions. The first purchase payment will be allocated as of the end of the Valuation Period during which We make an affirmative decision to issue this contract. Purchase payments after the first will be allocated as of the end of the Valuation Period during which We receive the payment at Our corporate office.

Accounts: Fixed and Variable

The Fixed Account

The Fixed Account is part of Our general account. It is made up of all Our assets other than those in:

1. The Variable Account; and
2. Any other segregated asset accounts.

The Fixed Account consists of the Regular Fixed Account and the Special DCA Fixed Account.

We back the principal and interest guarantees relating to the Fixed Account. Purchase payments, interest credited and transfers allocated to the Fixed Account become part of Our general account.

Interest to be Credited

We will credit interest to the Fixed Account daily. We may credit interest to each Special DCA Fixed Account at promotional rates that are higher than those We credit to the Regular Fixed Account. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current crediting rate on the date each purchase payment, which is received in Our corporate office, becomes available to Us for use and on the date of any transfers to the Fixed Account. Amounts transferred from the Special DCA Fixed Account to the Regular Fixed Account, through transfers to an asset allocation model, will begin earning interest at the current crediting rate for the Regular Fixed Account on the transfer date. The current crediting rate is determined by Us and at Our discretion but will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.

One year after receipt of each purchase payment or transfer, the rate for the payment or transfer amount, and its accumulated interest, may change. Interest will accrue at revised rates determined by Us and at Our discretion. These rates may be based on various factors including, but not limited to, the interest rate environment, returns earned on investments backing these annuities, the rates currently in effect for new and existing company annuities, product design, competition, and the company's revenues and expenses. However, the rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data. Your interest rate for each purchase payment or transfer will never change more frequently than annually.

The Variable Account

The Variable Account is a separate investment account of Ours. It consists of variable subaccounts which are named under Contract Data.

We have allocated a part of Our assets for this and other contracts to the Variable Account. Such assets remain Our property. However, the portion of the assets which equals the reserves and other liabilities of the account(s) shall not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the Variable Account, are credited or charged to such account without regard to other income, gains or losses of the company.

Investments of the Variable Account

Purchase payments and transfer amounts applied to the variable subaccounts will be allocated as specified by You. Each variable subaccount will buy, at net asset value, shares of the fund for that variable subaccount shown under Contract Data or as later added or changed as described below.

We may change the funds from which the variable subaccounts buy shares if laws or regulations change, the existing funds become unavailable or, in Our judgment, the funds are no longer suitable for the variable subaccounts. We have the right to substitute any funds for those shown under Contract Data.

We may also:

- add additional variable subaccounts investing in other funds,
- combine any two or more variable subaccounts,
- transfer assets to and from the variable subaccounts or the Variable Account, and
- eliminate or close any variable subaccounts.

When required, We would first seek approval of the Securities and Exchange Commission and the insurance regulator of the state where this contract is delivered.

Valuation of Assets

Fund shares in the variable subaccounts will be valued at their net asset value.

Variable Account Accumulation Units

The number of Accumulation Units for variable subaccounts chosen by You is found by:

1. adding the number of accumulation units resulting from:
   a. purchase payments allocated to the variable subaccount; and
   b. transfers to the variable subaccount;

2. and subtracting the number of Accumulation Units resulting from:
   a. transfers from the variable subaccount; and
   b. surrenders (including surrender charges) from the variable subaccount; and
   c. contract administrative charge or any rider charge deductions from the variable subaccount.

The number of Your Accumulation Units added or subtracted for each of the above transactions is found by dividing (1) by (2) where:

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, rider charges or contract administrative charges.

Variable Account Accumulation Unit Value

The value of an Accumulation Unit for each of the variable subaccounts was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

The Accumulation Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Accumulation Unit value is being calculated. The result is the Accumulation Unit value.

Net Investment Factor

The net investment factor is an index applied to measure the investment performance of a variable subaccount from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an accumulation or Annuity Unit may increase or decrease.

The net investment factor for any such variable subaccount for any Valuation Period is determined by: dividing (1) by (2) and subtracting (3) and (4) from the result. This is done where:

1. is the sum of:
   a. the net asset value per share of the fund held in the variable subaccount determined at the end of the current Valuation Period; plus
   b. the per share amount of any dividend or capital gain distribution made by the fund held in the variable subaccount, if the "ex-dividend" date occurs during the current Valuation Period; and
2. is the net asset value per share of the fund held in the variable subaccount, determined at the end of the last prior Valuation Period; and
3. is a factor representing the mortality and expense risk charge; and
4. is a factor representing the variable account administrative charge described below.

Mortality and Expense Risk Charge

In calculating unit values We will deduct a mortality and expense risk charge from the variable subaccounts which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the Annual Mortality and Expense Risk Fee shown under Contract Data. The deduction is made to compensate Us for assuming the mortality and expense risks under contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Fees for certain optional riders and features, if elected, will be added to the Annual Mortality and Expense Risk Fee.

Variable Account Administrative Charge

In calculating unit values, We will deduct a variable account administrative charge, as shown under Contract Data, from the variable subaccounts. This deduction is made to compensate Us for certain administrative and operating expenses for contracts of this type. The deduction will be:

1. made from each of Your variable subaccounts; and
2. computed on a daily basis.

Annuity Unit Value

The value of an Annuity Unit for each variable subaccount was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

1. the Annuity Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Annuity Unit value is being calculated.
2. the result is multiplied by an interest factor, which on an annualized basis is equal to .952381. This is done to offset the assumed 5% investment return which is built into Table A under the Tables of Annuity Payout Rates section.

Contract Value

Contract Value

The Contract Value at any time is the sum of:

1. Contract Value in the Variable Account; and
2. Contract Value in the Regular Fixed Account; and
3. Contract Value in the Special DCA Fixed Account.

For surrenders and charges, a number of Accumulation Units and dollar amounts will be deducted from the above accounts to equal any amounts surrendered or charges made against the Contract Value.

For surrenders, You may specify from which of the above accounts that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts in the same proportion that Your interest in each bears to the total Contract Value.

Contract Value in the Variable Account

Your Contract Value in the Variable Account at any time will be the total of the value of the units in any variable subaccount resulting from:

1. purchase payments allocated to a variable subaccount; plus
2. any amounts transferred to a variable subaccount; less
3. any amounts transferred from a variable subaccount; less
4. any amounts deducted from a variable subaccount for surrenders, contract administrative charges or any rider charges.

Contract Value in the Regular Fixed Account

The Contract Value in the Regular Fixed Account at any time will be the total of:

1. purchase payments allocated to the Regular Fixed Account, plus interest credited; plus
2. any amounts transferred to the Regular Fixed Account, plus interest credited; less
3. any amounts transferred from the Regular Fixed Account; less
4. any amounts deducted from the Regular Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Value in the Special DCA Fixed Account

The Contract Value in the Special DCA Fixed Account at any time will be the total of:

1. purchase payments allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Administrative Charge

We charge a fee for establishing and maintaining Our records for this contract. The charge per year is shown under Contract Data and is deducted from the Contract Value at the end of each contract year or, if earlier, when the contract is fully surrendered. The charge deducted will be prorated among all accounts in the same proportion Your interest in each bears to the total Contract Value.

We reserve the right to adjust this charge after the first Contract Anniversary but the charge will never exceed the amount shown under Contract Data. We waive or reduce the annual contract administrative charge for any contract year where the Contract Value immediately prior to the deduction of the charge equals or exceeds the amount shown under Contract Data.

If You make a full surrender of this contract, We deduct the full contract administrative charge at the time of full surrender regardless of Contract Value.

The charge does not apply to the amount applied to an annuity payment plan or to the death benefit.

Premium Tax Charges

We reserve the right to assess a charge against the Contract Value of this contract for any premium tax assessed to Us by a federal, state or local government. This charge could be deducted when You make purchase payments, or make a full surrender of the Contract Value or on the Annuitization Start Date.

Transfers of Contract Values

While this contract is in force prior to the Annuitization Start Date, transfers of Contract Values may be made as outlined below unless Contract Values are required to be allocated to certain accounts or variable subaccounts under the terms of certain optional benefit riders, if any, attached to this contract.

1. You may transfer all or a part of the values held in one or more of the variable subaccounts to another one or more of the variable subaccounts. You may also transfer values held in one or more of the variable subaccounts to the Regular Fixed Account, subject to items 2 and 4 below.
2. On or within the 30 Days before or after a Contract Anniversary You may transfer values from the Regular Fixed Account to one or more of the variable subaccounts. This amount shall not exceed the Regular Fixed Account transfer limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification. If such a transfer is made, You may not transfer amounts from any variable subaccount to the Regular Fixed Account for six months after such a transfer.
3. You may transfer from the Special DCA Fixed Account to the other accounts as explained in the Special DCA Fixed Account provision, shown below. If You terminate automated transfers from the Special DCA Fixed Account, You may not transfer amounts from any variable subaccount to the Regular Fixed Account for six months after such a transfer. You may not transfer values from any account into the Special DCA Fixed Account.
4. Amounts transferred to the Regular Fixed account shall not exceed the limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

You may make a transfer by Written Request. Telephone transfers may also be made according to telephone procedures or automated transfer procedures that are then currently in effect, if any. There is no fee or charge for these transfers. However, the minimum transfer amount is $250, or if less, the entire value in the account from which the transfer is being made. Smaller minimums may apply to automated transfer procedures.

We may suspend or modify Your transfer privileges at any time. The right to transfer Contract Values among the variable subaccounts and between the variable subaccounts and other accounts is also subject to modification or restriction if We determine, at Our sole discretion, that the exercise of that right by You is, or would be, to the disadvantage of other contract owners. Additionally, We reserve the right to modify or restrict transfer privileges if required to comply with the written instructions of a fund. Any modification or restriction could be applied to transfers to or from some or all of the variable subaccounts and other accounts.

These modifications could include, but are not limited to:

1. the requirements of a minimum time period between each transfer,
2. not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one contract owner,
3. suspending or terminating automatic transfer programs, or
4. limiting the dollar amount that You may transfer between the variable subaccounts and other accounts at any one time.

We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right We consider to be to the disadvantage of other contract owners.

Dollar Cost Averaging (DCA)

You may authorize the automated transfer of specified amounts, according to the rules then currently in effect, at the interval You select, from the Regular Fixed Account (subject to transfer limits shown under Contract Data) or any variable subaccount, to any other variable subaccount other than the source account. You may terminate automated transfers at any time.

Special DCA Fixed Account

You may also allocate new purchase payments to the Special DCA Fixed Account. You may authorize the automatic transfer of amounts on a monthly basis from the Special DCA Fixed Account to any of the variable subaccount(s) or any asset allocation model. (Transfers from the Special DCA Fixed account to the Regular Fixed Account are not allowed.) All amounts allocated to the Special DCA Fixed Account will be transferred out within the specified Special DCA Fixed Account time period You elect from the time periods We make available.

If You terminate automated transfers from the Special DCA Fixed Account, the entire Special DCA Fixed Account balance will immediately be transferred according to Your Special DCA Fixed Account allocation instructions that are then in effect. If Your current Special DCA allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will transfer amounts pro rata according to the valid portion of Your allocation instructions.

Surrender Provisions

Surrender

By Written Request or other method agreed to by Us and subject to the rules below You may:

1. surrender this contract for the full surrender value; or
2. surrender part of this contract for a partial surrender.

Rules for Surrender

All surrenders will have the following conditions.

1. You must send Us Your Written Request (or other method agreed to by Us):

   a. while this contract is in force; and

   b. while all Owners are living; and

   c. prior to the Annuitization Start Date.
2. Unless We agree otherwise, You must surrender an amount equal to at least $250. The Contract Value after a partial surrender must be at least $500.
3. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to You within seven Days of the receipt of Your Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

   For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to You within seven Days of the receipt of Your Written Request and the return of this contract, if required. Following any required regulatory approval, We have the right to defer payment for up to six months from the date We receive Your request. In such circumstance, We will notify You of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of Your request.
4. For partial surrenders, if You do not specify from which account the surrender is to be made, the surrender will be made from all accounts in the same proportion as Your interest in each bears to the Contract Value.
5. If You die following a surrender request, payment will be made to Your estate.
6. Any amounts surrendered, including any related charges, cannot be repaid.

Upon surrender for the full surrender value this contract will terminate. We may require that You return the contract to Us before We pay the full surrender value.

Surrender Value

The full surrender value at any time will be:

1. the Contract Value immediately prior to the surrender;
2. minus the full contract administrative charge and any rider charges that are deducted for a full surrender;
3. minus any surrender charge.

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge, will equal the amount You requested. We pay You the amount You requested.

Surrender Charge

A surrender charge may apply in the event You surrender some or all of Your Contract Value during the surrender charge period. The surrender charge schedule for Your contract, including the duration of the surrender charge period and the surrender charge percentage applicable to each contract year, is shown under Contract Data. A surrender charge applies if You surrender purchase payments received that are still in the surrender charge period. Refer to Waiver of Surrender Charges for situations when surrender charges are not deducted.

The surrender charge amount is determined by multiplying purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage.

The amount that represents purchase payments surrendered is calculated using a prorated formula based on the percentage of Your Contract Value being surrendered. As a result, the amount that represents purchase payments surrendered may be greater than Your Contract Value surrendered. We determine the amount that represents purchase payments surrendered (PPS), purchase payments not subject to a surrender charge (PPF), and purchase payments which could be subject to a surrender charge (PPSC) by the following formula:

PPS = PPSC + PPF

$$PPSC = \left(\frac{PS - FA}{CV - FA} \right) X \ (PP - PPF)$$

PPF = FA - "contract earnings", but not less than zero

PP = Purchase payments not previously surrendered (total purchase payments - PPS)

PS = Amount the Contract Value is reduced by the surrender

FA = the “total free amount”

CV = Contract Value prior to the surrender

Definition of "contract earnings": With respect to these surrender provisions, "contract earnings" is defined as the Contract Value, less purchase payments not previously surrendered, but not less than zero.

With respect to these surrender provisions, "contract earnings" are surrendered first followed by purchase payments.

Definition of "total free amount"*: the greater of

a. “contract earnings”, or

b. the CV Waiver Percentage shown under Contract Data multiplied by Your prior Contract Anniversary Contract Value, less any prior surrenders taken in the current contract year.

*During the first contract year, “total free amount” is the greater of:

a. “contract earnings”, or

b. the CV Waiver Percentage shown under Contract Data multiplied by all purchase payments applied prior to Your surrender request, less any amounts surrendered prior to Your surrender request that represent the “total free amount”.

Waiver of Surrender Charges

Surrender charges are waived for all of the following.

1. In each contract year during the surrender charge period, the “total free amount” as defined in the Surrender Charge provision; and
2. death benefit payments made in the event of Your death; and
3. amounts applied to an annuity payment plan; and
4. for Tax Qualified Contracts other than Inherited IRAs, amounts surrendered to meet applicable minimum distribution requirements under the Code to the extent they exceed amounts waived under item 1 of this provision (**Note:** Amounts surrendered under this waiver provision are limited to applicable required minimum distributions for this contract only and to one time per year unless We agree otherwise.); and
5. exercise of the Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision described below; and
6. exercise of the Waiver of Surrender Charges upon Terminal Illness Diagnosis provision described below.

Surrender proceeds will not be disbursed until we notify You of any denial of Your request for waiver of surrender charges and give You the opportunity to accept or reject surrender proceeds.

Suspension or Delay in Payment of Surrender Amount

We have the right to suspend or delay the date of any surrender payment from the variable subaccounts for any period:

1. when the New York Stock Exchange is closed; or
2. when trading on the New York Stock Exchange is restricted; or
3. when an emergency exists as a result of which:
   a. disposal of securities held in the variable subaccounts is not reasonably practical; or
   b. it is not reasonably practical to fairly determine the value of the net assets of the variable subaccounts; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions set forth in 2 and 3 exist.

Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

If You are the Hospitalization/Nursing Home Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are confined in a nursing home or hospital; and
3. such confinement has lasted for 60 straight Days or began within 30 Days following a 60 Day confinement; and
4. such confinement began after the Contract Date of this contract; and
5. We receive Your surrender request no later than 91 Days after the release from the hospital or nursing home.

To qualify, a letter of proof must:

1. be signed by Your licensed physician or the hospital or nursing home administrator; and
2. be on appropriate medical letterhead; and

3. specify the confinement dates; and
4. if hospital confinement, specify hospital name, address and that it is operated pursuant to state and federal law; or
5. if nursing home confinement, specify nursing home name, address and that it meets the following definition of a nursing home.

Definition of nursing home: To qualify, the nursing home must be a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients; and:

1. provide 24 hour a day nursing service under a planned program of policies and procedures which was developed with the advice of, and is periodically reviewed and executed by, a professional group of at least one doctor and one nurse; and
2. have a doctor on duty or on call at all times to furnish medical care in case of emergency; and
3. have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds); and
4. have a nurse on duty or on call at all times; and
5. maintain clinical records for all patients; and
6. have appropriate methods and procedures for handling and administering drugs and biologicals.

If an institution or facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a nursing home only if it meets all of the above criteria, is authorized by license to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

Definition of doctor: A doctor is a physician, as defined in section 1861(r)(1) of the Federal Social Security Act, acting within the scope of his or her license in the state of licensure.

Definition of nurse: A nurse is a registered professional nurse, acting within the scope of his or her license in the state of licensure.

Waiver of Surrender Charges upon Terminal Illness Diagnosis

If You are the TI Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are diagnosed with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis; and
3. such diagnosis occurred on or after the first Contract Anniversary.

You must provide Us with a letter of proof when You request the surrender. Your surrender request may be sent to Us any time after the terminal illness diagnosis and before a death benefit is payable.

To qualify, the letter of proof must:

1. be signed by Your physician who is legally qualified and licensed to practice medicine in his/her state of residence and is operating within the scope of that license; and
2. be on appropriate medical letterhead; and
3. specify the terminal illness, the expected date of death and the date the terminal illness was initially diagnosed.

Annuity Provisions

Annuity Payment

The Annuitization Start Date is the date shown under Contract Data. It can be changed by You as provided below. On the Annuitization Start Date, the amount applied to an annuity payment plan will be the Contract Value after any rider charges are deducted.

The first payment will be made as provided by the selected plan. Before the first payment is sent, We will require satisfactory proof of the Annuitant's age and that the Annuitant is alive. We may also require that You exchange this contract for a supplemental contract which provides the annuity payments.

Change of Annuitization Start Date

You may change the Annuitization Start Date shown under Contract Data by Written Request or other method agreed to by Us. If You select a new date, it must be at least 30 Days after We receive Your request.

The Annuitization Start Date must be on or before the latest of:

1. Your 95th birthday, or
2. the 10th Contract Anniversary, or
3. such other date as agreed upon by Us.

Annuity Payment Plans

Annuity payments may be made on a fixed dollar basis, a variable basis or a combination of both. You can schedule receipt of annuity payments according to one of the Plans A through D below or another plan agreed to by Us.

Plan A – Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant. No payments will be made after the Annuitant dies.

Plan B – Life Income with Guaranteed Period. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made for at least five, 10 or 15 years whether or not the Annuitant is living. You must select a guaranteed period, and the minimum number of years payable is five years.

Plan C – Life Income with Installment Refund. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made at least for a certain number of months whether or not the Annuitant is living. We determine the number of months by dividing the amount applied under this plan by the amount of the first monthly annuity payment.

Plan D – Joint and Survivor Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant and joint Annuitant. When either the Annuitant or the joint Annuitant dies We will continue to make monthly payments during the lifetime of the survivor. No payments will be made after the death of both the Annuitant and joint Annuitant.

Plan Selection

You may select the plan by Written Request, or other method agreed to by Us, at least 30 Days before the Annuitization Start Date. If We have not received Your Written Request to select a plan, the first annuity payment will be made 30 Days after the Annuitization Start Date according to Plan B with monthly payments guaranteed for ten years.

After the Annuitization Start Date, You cannot change to a different plan.

If the amount to be applied to a plan is less than $2,000 or would not provide an initial monthly payment of at least $20, We have the right to change the frequency of the payment or to make a lump sum payment of the amount that would have been applied to a plan.

Allocation of Contract Values to Provide Fixed and Variable Payments

On the Annuitization Start Date, You use the value described under the Annuity Payment provision above, to provide Fixed Annuity and/or Variable Annuity payments.

Unless We agree otherwise, You may use a maximum of ten variable subaccounts at any one time. The Special DCA Fixed Account is not available on and after the Annuitization Start Date. In addition, certain variable subaccounts may not be available on and after the Annuitization Start date.

Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

1. are guaranteed as to dollar amount; and
2. do not vary in amount based on the investment performance of the variable subaccounts.

When annuity payments begin, amounts You allocate to provide fixed dollar payments under Plans A, B, C and D will be applied to the applicable Annuity Payout Rates Table. This will be done in accordance with the payment plan chosen. The minimum amount payable for each $1,000 so applied is shown in Table B under the Tables of Annuity Payout Rates provision.

Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

1. are not predetermined or guaranteed as to dollar amount; and
2. vary in amount based on the investment performance of the variable subaccounts.

Determination of the First Variable Annuity Payment

When annuity payments begin, the amounts You allocate to provide Variable Annuity payments will be applied to the applicable Annuity Payout Rates Table. This will be done:

1. on the Annuitization Start Date; and
2. in accordance with the payment plan chosen. The amount payable for the first payment for each $1,000 so applied under Plans A, B, C and D is shown in Table A under the Tables of Annuity Payout Rates provision.

Variable Annuity Payments After the First Payment

Variable annuity payments after the first payment vary in amount. The amount changes with the investment performance of the variable subaccounts. The dollar amount of Variable Annuity payments after the first is not fixed. It may change from month to month. The dollar amount of such payments is determined as follows.

1. The dollar amount of the first annuity payment is divided by the value of an Annuity Unit as of the Valuation Date on or next preceding the seventh Day before the Annuitization Start Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first payment. This number of Annuity Units remains fixed during the annuity payment period unless exchanged for units of any of the other variable subaccounts as provided below.
2. The fixed number of Annuity Units is multiplied by the Annuity Unit value as of the Valuation Date on or next preceding the seventh Day before the date the payment is due. The result establishes the dollar amount of the payment.

In order for the dollar amount of variable annuity payments not to decrease, the assets of the variable account must have a 5% annualized investment return.

We guarantee that the dollar amount of each payment after the first will not be affected by variations in expenses or mortality experience.

Exchange of Annuity Units

After the Annuitization Start Date, Annuity Units of any variable subaccount may be exchanged for units of any of the other variable subaccounts. This may be done no more than once in any contract year. Unless We agree otherwise You may use a maximum of ten variable subaccounts at any one time. No exchanges may be made to or from any Fixed Annuity after the Annuitization Start Date.

Tables of Annuity Payout Rates

Table A below shows the amount of the first monthly Variable Annuity payment, based on a 5% assumed investment return, for each $1,000 of value applied under Plans A, B, C and D. The amount of the first and all subsequent monthly fixed dollar annuity payments for each $1,000 of value applied under Plans A, B, C and D will be based on Our fixed dollar Table of Annuity Payout Rates in effect on the Annuitization Start Date.

Such rates are guaranteed to be not less than those shown in Table B. The amount of such annuity payments under Plans A, B and C will depend upon the gender and Attained Age of the Annuitant on the Annuitization Start Date. The amount of such annuity payments under Plan D will depend upon the gender and the Attained Age of the Annuitant and the joint Annuitant on the Annuitization Start Date.

Table A - Dollar Amount of First Monthly Variable Annuity Payment Per $1,000 Applied

		Plan A		Plan B						Plan C		Plan D
Age at Annui-tization	Beginning In Year	Life Income Non-Refund Male	Life Income Non-Refund Female	Five Years Certain Male	Five Years Certain Female	Life Income with Ten Years Certain Male	Life Income with Ten Years Certain Female	Fifteen Years Certain Male	Fifteen Years Certain Female	Life Income Installment Refund Male	Life Income Installment Refund Female	Joint & Survivor Non-Refund Male & Female Same Age
Age 65	2015	6.33	5.84	6.28	5.82	6.15	5.76	5.95	5.65	6.00	5.66	5.30
5	2020	6.24	5.77	6.20	5.75	6.09	5.70	5.90	5.60	5.94	5.61	5.26
	2025	6.16	5.71	6.13	5.69	6.02	5.64	5.85	5.55	5.88	5.55	5.21
	2030	6.09	5.65	6.05	5.63	5.96	5.59	5.80	5.51	5.82	5.51	5.18
	2035	6.01	5.59	5.99	5.58	5.90	5.54	5.75	5.47	5.77	5.46	5.14
	2040	5.95	5.54	5.92	5.52	5.84	5.49	5.71	5.42	5.72	5.42	5.11
Age 75	2015	8.34	7.56	8.13	7.45	7.59	7.14	6.91	6.68	7.43	6.97	6.50
	2020	8.17	7.41	7.98	7.32	7.49	7.04	6.86	6.62	7.32	6.87	6.40
	2025	8.02	7.28	7.84	7.19	7.39	6.94	6.81	6.56	7.22	6.78	6.32
	2030	7.87	7.16	7.71	7.08	7.30	6.85	6.75	6.50	7.12	6.69	6.24
	2035	7.73	7.04	7.59	6.97	7.21	6.76	6.70	6.45	7.03	6.61	6.16
	2040	7.60	6.93	7.47	6.87	7.12	6.68	6.65	6.39	6.94	6.53	6.09
Age 85	2015	12.33	11.39	11.26	10.65	9.29	9.06	7.64	7.58	9.91	9.45	9.09
	2020	12.00	11.07	11.04	10.41	9.21	8.96	7.62	7.56	9.74	9.28	8.89
	2025	11.70	10.77	10.83	10.19	9.13	8.87	7.60	7.53	9.57	9.11	8.70
	2030	11.42	10.50	10.63	9.98	9.04	8.77	7.58	7.51	9.42	8.95	8.53
	2035	11.15	10.24	10.44	9.78	8.96	8.67	7.56	7.48	9.28	8.80	8.37
	2040	10.90	10.01	10.26	9.59	8.88	8.58	7.55	7.46	9.14	8.67	8.23
Age 95	2015	20.42	19.49	15.45	15.13	10.37	10.34	7.82	7.82	14.49	14.05	14.63
	2020	19.94	18.97	15.32	14.97	10.36	10.33	7.82	7.82	14.33	13.87	14.34
	2025	19.50	18.48	15.20	14.82	10.36	10.32	7.82	7.81	14.17	13.69	14.07
	2030	19.09	18.03	15.08	14.67	10.35	10.31	7.82	7.81	14.03	13.52	13.82
	2035	18.70	17.61	14.96	14.53	10.34	10.30	7.82	7.81	13.90	13.37	13.59
	2040	18.33	17.22	14.84	14.39	10.34	10.29	7.82	7.81	13.76	13.23	13.38
Age 100	2015	28.93	27.60	17.47	17.28	10.50	10.49	7.82	7.82	18.76	18.14	20.41
	2020	28.76	27.41	17.46	17.26	10.50	10.49	7.82	7.82	18.72	18.10	20.31
	2025	28.59	27.22	17.45	17.25	10.50	10.49	7.82	7.82	18.69	18.06	20.22
	2030	28.42	27.04	17.44	17.24	10.50	10.49	7.82	7.82	18.65	18.02	20.13
	2035	28.26	26.86	17.44	17.22	10.50	10.49	7.82	7.82	18.62	17.98	20.04
	2040	28.10	26.69	17.43	17.21	10.50	10.49	7.82	7.82	18.58	17.94	19.96

Table A above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any year, age, or any combination of year, age and gender not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request.

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Fixed Dollar annuity payments under Plans A, B, C and D will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity contract then offered by Us to Annuitants in the same class were to be purchased with the surrender value of the contract.

Table B - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per $1,000 Applied

		Plan A		Plan B						Plan C		Plan D
Age at Annui-tization	Beginning In Year	Life Income Non-Refund Male	Life Income Non-Refund Female	Five Years Certain Male	Five Years Certain Female	Life Income with Ten Years Certain Male	Life Income with Ten Years Certain Female	Fifteen Years Certain Male	Fifteen Years Certain Female	Life Income Installment Refund Male	Life Income Installment Refund Female	Joint & Survivor Non-Refund Male & Female Same Age
Age 65	2015	4.03	3.59	4.01	3.58	3.93	3.55	3.80	3.49	3.36	3.16	3.13
5	2020	3.95	3.53	3.93	3.52	3.86	3.49	3.74	3.43	3.32	3.13	3.08
	2025	3.87	3.47	3.85	3.46	3.80	3.43	3.69	3.38	3.28	3.09	3.04
	2030	3.80	3.41	3.78	3.40	3.73	3.38	3.63	3.33	3.24	3.05	3.00
	2035	3.73	3.35	3.72	3.35	3.67	3.33	3.58	3.28	3.20	3.02	2.96
	2040	3.67	3.30	3.66	3.30	3.61	3.28	3.53	3.24	3.17	2.99	2.93
Age 75	2015	5.99	5.30	5.87	5.24	5.49	5.03	4.92	4.66	4.45	4.19	4.40
	2020	5.84	5.16	5.72	5.11	5.38	4.92	4.86	4.60	4.38	4.13	4.31
	2025	5.69	5.04	5.59	4.99	5.28	4.83	4.80	4.53	4.31	4.07	4.22
	2030	5.55	4.92	5.46	4.88	5.18	4.73	4.74	4.46	4.25	4.01	4.14
	2035	5.43	4.82	5.34	4.78	5.09	4.65	4.68	4.40	4.19	3.96	4.07
	2040	5.30	4.71	5.23	4.68	5.00	4.56	4.62	4.34	4.14	3.91	4.00
Age 85	2015	9.88	9.02	9.10	8.48	7.39	7.14	5.77	5.71	6.30	6.02	7.00
	2020	9.58	8.72	8.88	8.25	7.30	7.04	5.75	5.68	6.19	5.92	6.81
	2025	9.30	8.44	8.67	8.03	7.21	6.93	5.73	5.66	6.10	5.83	6.63
	2030	9.03	8.19	8.47	7.83	7.12	6.83	5.71	5.63	6.02	5.74	6.47
	2035	8.78	7.95	8.28	7.63	7.04	6.73	5.69	5.60	5.94	5.66	6.32
	2040	8.55	7.73	8.10	7.45	6.95	6.63	5.67	5.57	5.86	5.59	6.19
Age 95	2015	17.92	17.02	13.57	13.23	8.60	8.56	5.98	5.97	9.82	9.50	12.54
	2020	17.48	16.52	13.44	13.07	8.59	8.55	5.98	5.97	9.73	9.41	12.26
	2025	17.06	16.06	13.31	12.91	8.59	8.54	5.98	5.97	9.66	9.33	12.01
	2030	16.67	15.64	13.19	12.76	8.58	8.53	5.98	5.97	9.59	9.26	11.78
	2035	16.31	15.25	13.07	12.62	8.57	8.52	5.98	5.97	9.52	9.19	11.56
	2040	15.97	14.89	12.95	12.48	8.56	8.51	5.98	5.97	9.46	9.11	11.36
Age 100	2015	26.42	25.09	15.74	15.53	8.74	8.73	5.98	5.98	13.01	12.56	18.30
	2020	26.25	24.91	15.73	15.51	8.74	8.73	5.98	5.98	12.99	12.54	18.21
	2025	26.09	24.74	15.72	15.50	8.74	8.73	5.98	5.98	12.97	12.52	18.12
	2030	25.94	24.57	15.71	15.48	8.74	8.73	5.98	5.98	12.95	12.50	18.04
	2035	25.79	24.40	15.70	15.47	8.74	8.73	5.98	5.98	12.93	12.48	17.95
	2040	25.64	24.24	15.69	15.46	8.74	8.73	5.98	5.98	12.92	12.46	17.87

Table B above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G at 1.0% annual effective interest rate. Annuity Payment rates for any year, age, or any combination of year, age and gender not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request.

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Deferred Annuity Contract

RiverSource Life Insurance Company
Offices:
70100 Ameriprise Financial Center
Minneapolis MN 55474

1

- **Flexible Purchase Payments – Subject to Limitations**
- **Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments**
- **Annuity Payments to Begin on the Annuitization Start Date Date**
- **This Contract is Nonparticipating – Dividends Are Not Payable**
- **Surrender Charges May Be Waived under Specified Conditions**

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CONTRACT DATA

Deferred Annuity Contract: ***RiverSource® RAVA 5 Select®* Variable Annuity** 1

Contract Number: 2 9925-0012345 Contract Date: 2 April 29, 2013

Annuitant: 2 Joe Client Annuitization Start Date: 2 May 1, 2073

Contract Owner: 2 Joe Client Age at Issue: 2 35

Application Signed State/Contract Delivery State: state

State Insurance Department: 1-605-773-3563 3

Initial Purchase Payment: $100,000.00 2 Contract Type: NonQualified 4

Scheduled Purchase Payment:
Annual Amount: NA 2

Maximum Purchase Payments Permitted:
1st Contract Year and Total:
- Under age 86: 5 6 $1,000,000 10
- 7 Age 86 or older and under age 91: $100,000 11
- 8 Age 91 or older: 9 $0 12

34 2nd Contract Year through 5th Contract Year:
- Under age 86: 5 6 $100,000 13
- 7 Age 86 or older and under age 91: $50,000 14
- 8 Age 91 or older: $0 15

Each Contract Year thereafter:
- Under age 86: 5 6 $0* 16
- 7 Age 86 or older and under age 91: $0* 17
- 8 Age 91 or older: $0 18

*In addition, if this is a tax qualified contract, We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code that was in effect on the Contract Date.

Minimum Additional Purchase Payment: $50 19

Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account: 20 $1,000 35

Purchase Payment Credits: Not available with this contract

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

Allocation	Payment Allocation Percentage
2 VP - MODERATE PORTFOLIO CLASS 2	100.00%
RiverSource Life Regular Fixed Account	
Special DCA 12 Mo Fixed Account - V	
Special DCA 6 Mo Fixed Account - V	
1 Year Guarantee Period Account	
2 Year Guarantee Period Account	
3 Year Guarantee Period Account	
4 Year Guarantee Period Account	
5 Year Guarantee Period Account	
6 Year Guarantee Period Account	
7 Year Guarantee Period Account	

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Contract Number: 9925-0012345 2

Contract Date: April 29, 2013 2

Allocation	Payment Allocation Percentage
8 Year Guarantee Period Account 38	
9 Year Guarantee Period Account	
10 Year Guarantee Period Account	
AllianceBernstein VPS Lg Cap Gr Por Cl B	
American Century VP Value Class II	
BlackRock Glbl Alloc V.I. Fd Cl III Shs 39	
Columbia VP Balanced Fund Cl 3	
Columbia VP Cash Management Fund Cl 2	
Columbia VP Div Equity Income Fd Cl 2	
Columbia VP Dividend Opportunity Fd Cl 2	
Columbia VP Emerging Markets Fund Cl 2	
Columbia VP Global Bond Fund Cl 2	
Columbia VP High Income Fund Cl 2	
Columbia VP High Yield Bond Fund Cl 2	
Columbia VP Income Opportunities Fd Cl 2	
Columbia VP Intl Opportunity Fund Cl 2	
Columbia VP Large Cap Growth Fund Cl 2	
Columbia VP Lg Core Quantitative Fd Cl 2	
Columbia VP Limited Dur Credit Fd Cl 2	
Columbia VP Marsico Intl Opp Fund Cl 2	
Columbia VP Mid Cap Grwth Opport Fd Cl 2	
Columbia VP Mid Cap Val Opport Fd Cl 2	
Columbia VP S&P 500 Index Fund Cl 3	
Columbia VP Select Lg Cap Value Fd Cl 2	
Columbia VP Select Sm Cap Value Fd Cl 2	
Columbia VP Short Dur US Govt Fund Cl 2	
Columbia VP Strategic Income Fund Cl 2	
DWS Alternative Asset Alloc VIP Class B	
FTVIPT Franklin Sm Cap Val Sec Fd Cl 2	
FTVIPT Mutual Shares Sec Fd Cl 2	
Fidelity VIP Contrafund Port Serv Cl 2	
Fidelity VIP Mid Cap Port Service Cl 2	
Janus Aspen Srs Janus Port Svc Shs	
Janus Aspen Ser Mod Alloc Port Svc Shs	
MFS Utilities Series Service Class	
Morgan Stanley UIF Mid Cap Gr Port Cl II	
Neuberger Berman Adv Mgt Tr Soc Res Cl S	
Oppenheimer Glbl Sec Fund/VA Srv Shs	
Oppenheimer MainSt Sm&Md Cap Fd/VA SvcSh	
PIMCO VIT All Asset Port Advisor Shs Cl	
PIMCO VIT Glbl MultiAsset Port Adv Sh Cl	
VP - Aggressive Portfolio Class 2	
VP - Conservative Portfolio Class 2	
VP - Moderate Portfolio Class 2	
VP - Moderately Aggressive Port Cl 2	
VP - Moderately Conservative Port Cl 2	
VP American Century Div Bond Fd Cl 2	
VP American Century Growth Fd Cl 2	
VP BlackRock Glbl Infl-Prot Sec Fd Cl 2	

Contract Number: 9925-0012345 2

Contract Date: April 29, 2013 2

Allocation	Payment Allocation Percentage
VP Columbia Wanger Intl Equities Fd Cl 2	
VP Columbia Wanger U.S. Equities Fd Cl 2	
VP DFA Intl Value Fund Cl 2	
VP Eaton Vance Floating-Rate Inc Fd Cl 2	
VP Invesco Intl Growth Fund Cl 2	
VP J.P. Morgan Core Bond Fd Cl 2	
VP Jennison Mid Cap Growth Fd Cl 2	
VP Marsico Growth Fund Cl 2	
VP MFS Value Fund Class 2	
VP Morgan Stanley Glbl Real Est Fd Cl 2	
VP NFJ Dividend Value Fd Cl 2	
VP Nuveen Winslow Lg Cap Growth Fd Cl 2	
VP Partners Small Cap Growth Fd Cl 2	
VP Partners Small Cap Value Fd Cl 2	
VP PIMCO Mort-Backed Sec Fd Cl 2	
VP Pyramis Intl Equity Fund Cl 2	
VP Sit Dividend Growth Fund Class 2	
VP Victory Established Value Fund Cl 2	
VP Wells Fargo Short Dur Govt Fd Cl 2	
WF Advantage VT Core Equity Fd Cl 2	
WF Advantage VT Opportunity Fd Cl 2	
WF Advantage VT Small Cap Growth Fd Cl 2	

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Fixed Account Minimum Interest Rate: 1.00% 42

Any purchase payments and purchase payment credits allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of 1.00%. 43 New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 37 6-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 1.00%. 43 New rates may be declared from time to time.

37 Any purchase payments and purchase payment credits allocated to the 37 12-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 1.00%. 43 New rates may be declared from time to time.

MVA Risk Factor: 21 0.001 44

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10% 22

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

Hospitalization/Nursing Home Waiver Benefit Age: 75 23

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

TI Waiver Benefit Age: 100 24

See Waiver of Surrender Charges upon Terminal Illness Diagnosis provision.

ROPP Benefit Age: 79 25

See Payments to Beneficiaries provision.

Contract Number: 9925-0012345 2 Contract Date: April 29, 2013 2

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value is surrendered during the surrender charge period which is the first four contract years.

Contract Year	Surrender Charge Percentage Applied to Purchase Payments
1	7.0%
2	6.0%
3	5.0%
4	4.0%
Thereafter	0.0%

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

45 Annual Mortality and Expense Risk Fee:

Through the 10th Contract Anniversary[1][2] 46

Base Fee	+	Optional Death Benefit Rider Fee	= Total M&E Fee
1.35%	+	0.00%	= 1.35% of the daily net asset value

After the 10th Contract Anniversary[1][2] 46

Base Fee	+	Optional Death Benefit Rider Fee	= Total M&E Fee
0.95%	+	0.00%	= 0.95% of the daily net asset value

[1]If the Annuitization Start Date is prior to or on the 10th Contract Anniversary, the Base Fee will not decrease after the 10th Contract Anniversary.

[2]To determine which Base Fee applies, use the Contract Anniversary on the original Contract Date: 05/01/2010. 2 46

Annual Variable Account Administrative Charge: 0% of the daily net asset value 26

Contract Administrative Charge: 27

Initial Annual Charge $30

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed $50.

Initial Annual Charge if contract value equals or exceeds $50,000 28 $0 29

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

Contract Number: 9925-0012345 Contract Date: April 29, 2013

Regular Fixed Account Purchase Payment and Transfer Limits: 30

1. Payments to the Regular Fixed Account are limited to 100% of each payment. (There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.) 47 31
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than 100% of the total Contract Value. (There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.) 47
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
   32 a. $10,000; or
   33 b. 30% of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Application forms 411356 and 411357 were approved 11/18/2001 your state file number 50281 and application form 411318 was approved on 11/5/2010 your state file number 47194. See the Form Utilization List for full list of forms to be used with the submitted contract forms.		

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):			
Statement of Variability 411380, 411381, 411382 and state variations.pdf Statement of Variability 411381-DPRS5.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Form Utilization List		
Comments:			
Attachment(s):			
AR Forms Utilization List for 411381-AR filing.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Redlines		
Comments:			
Attachment(s):			
411381-AR redlined from 411295.pdf 411381-DPRS5 redlined from 411295-DPRS5.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certification		

State: *Arkansas* **Filing Company:** *RiverSource Life Insurance Company*
TOI/Sub-TOI: *A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium*
Product Name: *RAVA 5 Variable Annuities*
Project Name/Number: *Tiered Share Class Project/411380*

Comments:	
Attachment(s):	
AR CERTIFICATION 2.pdf	

		Item Status:	**Status Date:**
Satisfied - Item:	Consumer Notices		
Comments:			
Attachment(s):			
AR Guaranty Assn Notice.pdf AR Information Notice.pdf			

RiverSource Life Insurance Company
Statement of Variability
December 10, 2012

Variable Material for Forms 411380, 411381, 411382 and state variations thereof
Variable Annuity Contracts

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

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1. **RiverSource Life Address, Service Phone, Logo**
   The current address is 70100 Ameriprise Financial Center, and the current phone number is 1-800-862-7919. The company address may change including change of or addition of route numbers. Due to different administration offices and telephone numbers, these may vary. An internal administrative code will appear above the version letter and date if and when this occurs. The logo design may change.

2. **Lower right corner internal administrative information**
   The version print date will be changed if any future changes are made to items bracketed as variable. The date range will use 01-12 for the months and the year, from 2013 to future years.

3. **Officer Signatures**
   The signatures will change if officers change.

4. **Free Look provision**
   The language will vary to comply with your state's replacement regulations, if any, or if such regulations are adopted or changed. In those instances, our automated policy generation system will replace the provision with the appropriate language.

5. **Annuity Payout Rate Tables A and B**
   Payment amounts may change based on the annual effective interest rate. The years shown may change as time goes by.

6. **Annual effective interest rate/Mortality Table**
   Range for the interest rate is from 0.25% to 3.00%. Currently it is 1%. If this range should change we will refile this Statement of Variability for approval. The Mortality Table may change.

RiverSource Life Insurance Company
Statement of Variability
December 10, 2012

Variable Material for Form 411381-DPRS5 and state variations thereof, Contract Data for RAVA 5 Select

Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of the laws of your state.

1. The marketing name is bracketed to indicate that it may change.
2. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the contract.
3. State insurance department phone number where contract is delivered.
4. Contract Type shows tax qualification information such as Non-qualified, Tax qualified (TSA), 401a, IRA types, etc.

	Current value	**Range of possible values**	**When it might change for new issues**
5. Maximum Purchase Payments Permitted, first tier Age	86	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
6. Maximum Purchase Payments Permitted, upper limit second tier Age	91	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
7. Maximum Purchase Payments Permitted, lower limit second tier Age	86	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
8. Maximum Purchase Payments Permitted, upper limit Age	91	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
9. Number of Contract Years that Purchase Payments are Permitted	5th	2nd – 10th	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
10. Maximum Purchase Payments Permitted, 1st Contract Year and Total, Maximum Amount	$1,000,000	$500,000 - $5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
11. Maximum Purchase Payments Permitted, 1st Contract Year and Total, second tier Maximum Amount	$100,000	$0 - $1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.

	Current value	Range of possible values	When it might change for new issues
12. Maximum Purchase Payments Permitted, 1st Contract Year and Total, upper limit Maximum Amount	$0	$0 - $1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
13. Maximum Purchase Payments Permitted, 2nd Contract Year through 5th Contract Year, Maximum Amount	$100,000	$10,000 - $5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however, higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
14. Maximum Purchase Payments Permitted, 2nd Contract Year through 5th Contract Year, second tier Maximum Amount	$50,000	$0 - $1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
15. Maximum Purchase Payments Permitted, 2nd Contract Year through 5th Contract Year, upper limit Maximum Amount	$0	$0 - $1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
16. Maximum Purchase Payments Permitted, Each Contract Year thereafter, Maximum Amount	$0	$0 - $1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however, higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
17. Maximum Purchase Payments Permitted, Each Contract Year thereafter, second tier Maximum Amount	$0	$0 - $1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
18. Maximum Purchase Payments Permitted, Each Contract Year thereafter, upper limit Maximum Amount	$0	$0 - $1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
19. Minimum Additional Purchase Payment	$50	$10 - $1,000	Based on the economic environment, product design and changes in processing costs. Will not change often.
20. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account	$1,000	$10 - $10,000	Based on the economic environment, product design, and changes in processing costs. Will not change often.

	Current value	Range of possible values	When it might change for new issues
21. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
22. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.
23. Hospitalization/Nursing Home Waiver Benefit Age	75	70-100	Based on the competitive or economic environment and changes in utilization of the waiver. Will not change often.
24. TI Waiver Benefit Age	100	70-100	Based on the competitive or economic environment, changes in utilization of the waiver, the death benefits available, and experienced mortality. Will not change often.
25. ROPP Benefit Age	79	70-100	Based on the competitive or economic environment, changes in utilization of the ROPP, the death benefits available, and experienced mortality. Will not change often.
26. Annual Variable Account Administrative Charge	0%	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.
27. Contract Administrative Charge Initial Annual Charge	$30	$0 - $50	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis.
28. Contract Administrative Charge required amount for reduced charge	$50,000	$0 - $100,000	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often.
29. Contract Administrative Charge reduced Initial Annual Charge	$0	$0 - $20	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis.
30. Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit	100%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
31. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit	100%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
32. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account dollar amount limit	$10,000	$100 - $100,000	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.

	Current value	Range of possible values	When it might change for new issues
33. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit	30%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.

34. The number of contract years that payments are permitted may be limited and will be shown in the contract data page. Once issued, the number of contract years that payments are permitted will not change. The following shows how the bracketed information will display if the number of contract years that purchase payments are permitted is not limited. Bracketed items correspond to annotated items 5 through 8 for the ages and items 13 through 15 for the amounts described above:

    Each Contract Year thereafter:
    - Under age [86:] [$100,000]
    - Age [86] or older and under age [91:] [$50,000]
    - Age [91] or older: [$0]

35. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account section. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

36. Guarantee Period Accounts phrase. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

37. Fixed Account options "Special DCA 12 Mo Fixed Account-V" and "Special DCA 6 Mo Fixed Account - V" are bracketed to indicate that we could change the periods available. For example, if we no longer offer a 12 month option, that bracketed item would be deleted, or if we may want to add a 3 month option. There will always be at least one option available, and periods would not be longer than 24 months. Any such change to this form will be applicable to all new issues of the contract.

38. Guarantee Period Accounts – durations offered may change over time. Also, this section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

39. Variable account fund names – funds offered may change over time.

40. The first page number will be 3.0 and subsequent page numbers will be 3.1, 3.2, 3.3 and so on, until the last page of the form. The number of pages will vary based on the insertion of optional death benefit rider and living benefit rider data page forms, as elected by the applicant. (The optional death benefit rider and living benefit rider data page forms are separate forms being submitted for approval.)

41. 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 year, from 2013 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.

42. Fixed Account Minimum Interest Rate: We initially intend to issue this annuity in your state with a 1.00% GMIR for 2013 issues. For 2014 and later years, we may change the GMIR within a range of 1% to 3% for new issues of this annuity in accordance with the Standard Nonforfeiture Law in your state. The rate will either be a single percentage or a certain percentage for a specified number years and a different percentage thereafter. Refer to the actuarial memorandum submitted with this filing for additional information.

43. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.

44. MVA Risk Factor. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

45. Mortality and Expense Risk Fee – may change depending upon customer elections of optional death benefit riders:

Current Base M&E Fees		Range of possible values	When it might change for new issues
Contract Years 1-10 Contract Years 11+	1.35% 0.95%	0.50% - 2.00% 0.50% - 2.00%	Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often.
Contract Anniversary	10th	5th – 15th Contract Anniversary	Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often.

Rider	Incremental Rider M&E Fees Added to Base M&E Fee if Rider Elected	Range of possible values	When it might change for new issues
411277 ROPP Death Benefit Rider (Only offered at older ages when the ROPP Benefit Age for currently issued product is less than 80.)	0.35%	0.05% - 1.00%	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. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411278 MAV Death Benefit Rider	0.25%	0.05% - 1.00%	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. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411279 Accumulation Death Benefit Rider	0.40%	0.05% - 1.00%	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. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411280 Enhanced Death Benefit Rider	0.45%	0.05% - 1.00%	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. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.

411291 MAV5 Death Benefit Rider	0.10%	0.05% - 1.00%	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. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.

The entire section is bracketed to indicate that the rider fees may change to Annual Rider Fees rather than added to the base M&E fee. If that occurs, the available riders would be replaced and there would only be a single percentage in the brackets that would vary in the same range as for the base M&E fees above.

If annual mortality and expense risk fee doesn't decrease after a specified number of years, the following shows how the Contract Data page will display this section, with ranges for the bracketed area as described above.

Annual Mortality and Expense Risk Fee:

Base Fee	+	Optional Death Benefit Rider Fee	= Total M&E Fee
[1.35%	+	0%	= 1.35% of the daily net asset value]

46. For inherited tax qualified contracts where the original contract was administered by the same policy administration system, the number of contract years will be based on the original contract's issue date. The special rule for inherited tax qualified contracts (Footnote 2) will only display if applicable.

47. Regular Fixed Account Purchase Payment and Transfer Limits statement regarding dollar cost averaging exceptions. This section is bracketed to indicate that if the product design changes such that the exception no longer applies, the information contained in the brackets will be deleted for new issues.

Arkansas Forms Utilization List

Submitted Forms:

411381-AR ..... RAVA 5 Select Contract

411381-DPRS5 ..... RAVA 5 Select Data Page - 4 year surrender charge

The previously approved forms listed below will be used with the submitted forms above:

Form #	Form Type	Product/Title	Status	Action Date	State File #
411384	*Endorsement*	*Gender Neutral Payout Rate Endorsement*	*Submitted*	*12/20/2012*	*AEMN-128805133*
411318	Application	Generic Owner Acknowledgement Form -	Approved	11/05/2010	47194
411356	Application	SIMPLE IRA and TSA (403(b)) Variable Annuity Application	Approved	11/18/2011	50281
411357	Application	Qualified (401(a)) Variable Annuity Application	Approved	11/18/2011	50281
411277	Rider	ROPP Rider	Approved	09/24/2009	43492
DP411278	Data page	MAV Rider Data page insert	Approved	09/24/2009	43492
411278	Rider	MAV Rider	Approved	09/24/2009	43492
DP411279	Data page	5% Accumulation Death Benefit Data page insert	Approved	09/24/2009	43492
411279	Rider	5% Accumulation Death Benefit Rider	Approved	09/24/2009	43492
DP411280	Data page	Enhanced Death Benefit Data page insert	Approved	09/24/2009	43492
411280	Rider	Enhanced Death Benefit	Approved	09/24/2009	43492
DP411281	Data page	Benefit Protector Rider Data page insert	Approved	09/24/2009	43492
411281	Rider	Benefit Protector Rider	Approved	09/24/2009	43492
DP411282	Data page	Benefit Protector Plus Rider Data page	Approved	09/24/2009	43492
411282	Rider	Benefit Protector Plus Rider	Approved	09/24/2009	43492
DP411283	Data page	GMAB Rider Data page insert	Approved	09/24/2009	43492
411283	Rider	GMAB Rider	Approved	09/24/2009	43492
DP411291	Data page	MAV 5 Rider Data page insert	Approved	12/07/2009	44231
411291	Rider	MAV 5 Rider	Approved	12/07/2009	44231
DP411360-JT	Data page	Stages Select Rider w/Income Bonus/Approved Investments - Joint Life Data page insert	Approved	01/06/2012	50564
411360-JT	Rider	Stages Select Rider w/Income Bonus/Approved Investments-Joint Life -	Approved	01/06/2012	50564
DP411360-SG	Data page	Stages Select Rider w/Income Bonus/Approved Investments - Single Life Data page insert	Approved	01/06/2012	50564
411360-SG	Rider	Stages Select Rider w/Income Bonus/Approved Investments-Single Life	Approved	01/06/2012	50564
131068D	Endorsement	2011 TSA Endorsements	Approved	04/20/2011	48519
411269A	Endorsement	401a endorsement - RAVA 5	Approved	04/21/2011	48519
411272	Endorsement	Guarantee Period Account Endorsement	Approved	09/24/2009	43492
411273	Endorsement	Roth IRA endorsement - Itasca	Approved	09/24/2009	43492
411274	Endorsement	SIMPLE endorsement - Itasca	Approved	09/24/2009	43492
411275	Endorsement	Tras-SEP IRA endorsement	Approved	09/24/2009	43492

The submitted forms will replace the previously approved forms below:						
New Form #	Replaced Form #	Form Type	Product/Title	Status	Action Date	State File #
411380-AR	411265	Contract	Variable Annuity Contract Base	Approved	09/24/2009	43492
411380-DPRA510	411265-DPRA510	Data page	RAVA 5 Advantage Data page - 10yr surrender charge	Approved	12/07/2009	44232
411380-DPRA57	411265-DPRA57	Data page	RAVA 5 Advantage Data page - 7yr surrender charge	Approved	12/07/2009	44232
411381-AR	411295	Contract	Variable Annuity Contract Base	Approved	12/07/2009	44231
411381-DPRS5	411295-DPRS5	Data page	Data Page RAVA 5 Select - 4 Yr surrender charge	Approved	12/07/2009	44231
411382-AR	411276	Contract	Access Select Cshare contract	Approved	09/24/2009	43480
411382-DPRC5	411276-DPRC5	Data page	RAVA 5 Access Data page - C-share (no surrender charge)	Approved	12/07/2009	44233
411384	411375	Endorsement	Unisex Endorsement	Approved	06/20/2012	AEMN-128480172
411380-AR, 411381-AR, 411382-AR	411376	Endorsement	Sex-distinct Settlement Table Endorsement	Approved	06/20/2012	AEMN-128480172

411295 NATL contract.pdf - Adobe Acrobat Professional

Deferred Annuity Contract

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

1-800-862-7919

RiverSource Annuities

This is a deferred annuity contract. It is a legal contract between You, as the Owner, and Us, RiverSource Life Insurance Company, a stock company, Minneapolis, Minnesota. **PLEASE READ YOUR CONTRACT CAREFULLY.**

If You are living on the Annuitization Start Date, We will begin to pay You monthly payments, subject to other provisions of this contract. This date may be changed as provided in this contract.

We issue this contract in consideration of the payment of the initial purchase payment.

ACCUMULATION VALUES AND ANNUITY PAYMENTS, WHEN BASED ON THE INVESTMENT RESULTS OF THE VARIABLE SUBACCOUNTS, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. SEE THE ACCOUNTS: FIXED AND VARIABLE SECTION FOR VARIABLE ACCOUNT PROVISIONS.

OPTIONAL RIDER CHARGES MAY REDUCE THE DEATH BENEFIT AMOUNT TO LESS THAN THE CONTRACT VALUE. SEE THE PAYMENTS TO BENEFICIARIES PROVISIONS.

NOTICE OF YOUR RIGHT TO EXAMINE THIS CONTRACT FOR TEN DAYS. If for any reason You are not satisfied with this contract, You may cancel this contract by returning it to Us or Our agent within ten Days after You receive it.

- If this is not an IRA contract, upon such cancellation We will refund an amount equal to the sum of: (1) the Contract Value, less any purchase payment credits, at the end of the Valuation Period during which We receive the contract; and (2) any premium tax charges paid.
- If this is an IRA contract, upon such cancellation We will refund all purchase payments which You have paid.

This contract will then be considered void from its start.

Signed for and issued by RiverSource Life Insurance Company of Minneapolis, Minnesota, as of the Contract Date.

Secretary

President

- Flexible Purchase Payments with Purchase Payments Credits Provision – Subject to Limitations
- Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments
- Annuity Payments Begin on the Annuitization Start Date
- This Contract is Nonparticipating – Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

411381-AR RAVA5SL DocOps.pdf - Adobe Acrobat Professional

Deferred Annuity Contract

RiverSource Life Insurance Company
70100 Ameriprise Financial Center
Minneapolis MN 55474
1-800-862-7919

RiverSource Annuities

This is a deferred annuity contract. It is a legal contract between You, as the Owner, and Us, RiverSource Life Insurance Company, a stock company, Minneapolis, Minnesota. **PLEASE READ YOUR CONTRACT CAREFULLY.**

If You are living on the Annuitization Start Date, We will begin to pay You monthly payments, subject to other provisions of this contract. This date may be changed as provided in this contract.

We issue this contract in consideration of the payment of the initial purchase payment.

ACCUMULATION VALUES AND ANNUITY PAYMENTS, WHEN BASED ON THE INVESTMENT RESULTS OF THE VARIABLE SUBACCOUNTS, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. SEE THE ACCOUNTS: FIXED AND VARIABLE SECTION FOR VARIABLE ACCOUNT PROVISIONS.

OPTIONAL RIDER CHARGES MAY REDUCE THE DEATH BENEFIT AMOUNT TO LESS THAN THE CONTRACT VALUE. SEE THE PAYMENTS TO BENEFICIARIES PROVISIONS.

NOTICE OF YOUR RIGHT TO EXAMINE THIS CONTRACT FOR TEN DAYS. If for any reason You are not satisfied with this contract, You may cancel this contract by returning it to Us or Our agent within ten Days after You receive it.

- If this is not an IRA contract, upon such cancellation We will refund an amount equal to the sum of: (1) the Contract Value at the end of the Valuation Period during which We receive the contract; and (2) any premium tax charges paid.
- If this is an IRA contract, upon such cancellation We will refund all purchase payments which You have paid.
- If this contract is intended to replace an existing contract, your right to examine this contract is extended to 30 days.

This contract will then be considered void from its start.

Signed for and issued by RiverSource Life Insurance Company of Minneapolis, Minnesota, as of the Contract Date.

Secretary

President

- Flexible Purchase Payments – Subject to Limitations
- Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments
- Annuity Payments Begin on the Annuitization Start Date
- This Contract is Nonparticipating – Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

411295 NATL contract.pdf - Adobe Acrobat Professional

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Tables of Annuity Payout Rates ..... Pages 21-22
Tables showing amount of first Variable Annuity payment and the guaranteed Fixed Annuity payments for the various payment plans

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Definitions

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

Accumulation Unit

An Accumulation Unit is an accounting unit of measure. It is used to calculate the Contract Value in the Variable Account prior to the application of amounts to an annuity payment plan.

Annuitant

The Annuitant is the person or persons on whose life periodic annuity payments depend. If there are joint Annuitants prior to the Annuitization Start Date, the term Annuitant in this contract is replaced in all instances with the term Annuitants.

Annuitization Start Date

The Annuitization Start Date is the date on which annuity payments begin as described in the Annuity Payment provision. This date is either as shown under Contract Data or the date as changed as provided in this contract. You will be notified prior to the Annuitization Start Date.

Annuity Unit

An Annuity Unit is an accounting unit of measure. It is used to calculate the value of annuity payments from the variable subaccount on and after the Annuitization Start Date.

Attained Age

Attained Age is the age as of a person's latest birthday or the number of whole years since birth.

Code

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

Contingent Annuitant

The Contingent Annuitant is the person who becomes the Annuitant when the current Annuitant dies prior to the Annuitization Start Date.

Contract Anniversary

The Contract Anniversary is the same Day and month as the Contract Date each year that the contract remains in force.

Contract Date

The Contract Date is the date from which Contract Anniversaries, contract years, and contract months are determined. Your Contract Date is shown under Contract Data.

Contract Value

The Contract Value is the sum of the Contract Value in the Regular Fixed Account, Contract Value in the Special DCA Fixed Account and Contract Value in the Variable Account.

Day

Unless specified otherwise, a Day is a calendar day.

Fixed Account

The Fixed Account is made up of all Our assets other than those in any separate account.

Fixed Annuity

A Fixed Annuity is an annuity with payments which are guaranteed by Us as to dollar amount during the annuity payment period.

Nonqualified Contract

A Nonqualified Contract is a contract used primarily for retirement purposes that is not intended to qualify as a Tax Qualified Contract.

Owner, You, Your

"Owner," "You" and "Your" refer to the owner or owners of this contract. Any contract provisions based on the age of the Owner will be based on the age of the oldest Owner. Any ownership change, including continuation of the contract by Your spouse under the Spouse's Option to Continue Contract provision, redefines "Owner," "You" and "Your" as the new owner.

Regular Fixed Account

The Regular Fixed Account is an option available within the Fixed Account to which You may allocate purchase payments and Contract Values. Amounts allocated to the Regular Fixed Account will earn a specified rate of interest.

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Definitions

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

Accumulation Unit

An Accumulation Unit is an accounting unit of measure. It is used to calculate the Contract Value in the Variable Account prior to the application of amounts to an annuity payment plan.

Annuitant

The Annuitant is the person or persons on whose life periodic annuity payments depend. If there are joint Annuitants prior to the Annuitization Start Date, the term Annuitant in this contract is replaced in all instances with the term Annuitants.

Annuitization Start Date

The Annuitization Start Date is the date on which annuity payments begin as described in the Annuity Payment provision. This date is either as shown under Contract Data or the date as changed as provided in this contract. You will be notified prior to the Annuitization Start Date.

Annuity Unit

An Annuity Unit is an accounting unit of measure. It is used to calculate the value of annuity payments from the variable ~~subaccounts~~ on and after the Annuitization Start Date.

Attained Age

Attained Age ~~is the number of whole years since birth, which is the same as the age as of a person's latest birthday, unless born on February 29.~~

Code

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

Contingent Annuitant

The Contingent Annuitant is the person who becomes the Annuitant when the current Annuitant dies prior to the Annuitization Start Date.

Contract Anniversary

The Contract Anniversary is the same Day and month as the Contract Date each year that the contract remains in force.

Contract Date

The Contract Date is the date from which Contract Anniversaries, contract years, and contract months are determined. Your Contract Date is shown under Contract Data.

Contract Value

The Contract Value is the sum of the Contract Value in the Regular Fixed Account, Contract Value in the Special DCA Fixed Account and Contract Value in the Variable Account.

Day

Unless specified otherwise, a Day is a calendar day.

Fixed Account

The Fixed Account is made up of all Our assets other than those in any separate account.

Fixed Annuity

A Fixed Annuity is an annuity with payments which are guaranteed by Us as to dollar amount during the annuity payment period.

Nonqualified Contract

A Nonqualified Contract is a contract used primarily for retirement purposes that is not intended to qualify as a Tax Qualified Contract.

Owner, ~~You, Your~~

"Owner," "You" and "Your" refer to the owner or owners of this contract. Any contract provisions based on the age of the Owner will be based on the age of the oldest Owner. Any ownership change, including continuation of the contract by Your spouse under the Spouse's Option to Continue Contract provision, redefines "Owner," "You" and "Your" as the new owner.

Regular Fixed Account

The Regular Fixed Account is an option available within the Fixed Account to which You may allocate purchase payments and Contract Values. Amounts allocated to the Regular Fixed Account will earn a specified rate of interest.

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Special DCA Fixed Account

The Special DCA Fixed Account is an option within the Fixed Account to which You may allocate purchase payments. Purchase payment amounts You allocate to the Special DCA Fixed Account must be transferred within a specified period of time to selected variable subaccounts or an asset allocation program model portfolio. The amounts allocated to the Special DCA Fixed Account earn a specified rate of interest until transferred out of the Special DCA Fixed Account.

Tax Qualified Contract

A Tax Qualified Contract is a contract that is intended to qualify as part of a tax-advantaged retirement plan such as individual retirement annuities, tax-sheltered savings annuities or other tax-advantaged retirement plans.

Valuation Date

A Valuation Date is each Day the New York Stock Exchange is open for trading. At the New York Stock Exchange close of business, the next Valuation Date begins.

Valuation Period

A Valuation Period is the interval of time commencing at the New York Stock Exchange close of business on each Valuation Date and ending at the close of business on the next Valuation Date.

Variable Account

The Variable Account consists of separate variable subaccounts to which You may allocate purchase payments and Contract Values; each invests in shares of one fund. The variable subaccounts available on the Contract Date are named under Contract Data. The value of Your investment in each variable subaccount changes with the performance of the particular fund.

Variable Annuity

A Variable Annuity is an annuity with payments which are not predetermined or guaranteed as to dollar amount and vary in amount with the investment experience of one or more of the variable subaccounts.

We, Us, Our

Any reference to "We," "Us" or "Our" means RiverSource Life Insurance Company.

Written Request

A Written Request is a request in writing, on a form acceptable to Us, signed by You and delivered to Us at Our corporate office.

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Special DCA Fixed Account

The Special DCA Fixed Account is an option within the Fixed Account to which You may allocate purchase payments. Purchase payment amounts You allocate to the Special DCA Fixed Account must be transferred within a specified period of time to selected variable subaccounts. The amounts allocated to the Special DCA Fixed Account earn a specified rate of interest until transferred out of the Special DCA Fixed Account.

Tax Qualified Contract

A Tax Qualified Contract is a contract that is intended to qualify as part of a tax-advantaged retirement plan such as individual retirement annuities, tax-sheltered savings annuities or other tax-advantaged retirement plans.

Valuation Date

A Valuation Date is each Day the New York Stock Exchange is open for trading. At the New York Stock Exchange close of business, the next Valuation Date begins. Whenever Your Contract Anniversary is not a Valuation Date, Your Contract Value for that Contract Anniversary will be based on close of business values on the next Valuation Date.

Valuation Period

A Valuation Period is the interval of time commencing at the New York Stock Exchange close of business on each Valuation Date and ending at the close of business on the next Valuation Date.

Variable Account

The Variable Account consists of separate variable subaccounts to which You may allocate Contract Values including purchase payments. Each subaccount invests in shares of one fund. The variable subaccounts available on the Contract Date are shown under Contract Data. The value of Your investment in each variable subaccount changes with the performance of the particular fund.

Variable Annuity

A Variable Annuity is an annuity with payments which are not predetermined or guaranteed as to dollar amount and vary in amount with the investment experience of one or more of the variable subaccounts.

We, Us, Our

Any reference to "We," "Us" or "Our" means RiverSource Life Insurance Company.

Written Request

A Written Request is a request in writing, on a form acceptable to Us, signed by You and delivered to Us at Our corporate office.

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General Provisions

Entire Contract

This contract form and any attached endorsements or riders are the entire contract between You and Us.

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 contract. That person must do so in writing. None of Our other representatives or other persons has the authority to change or waive any of Our rights or requirements under this contract.

Annuity Tax Qualification

This contract is intended to qualify as an annuity contract under Section 72 and other relevant sections of the Code for Federal income tax purposes. To that end, the provisions of this contract are to be interpreted to ensure or maintain such tax-qualification, despite any other provisions to the contrary. We reserve the right to unilaterally amend this contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification, subject to any necessary regulatory approval. We will send You a copy of any such amendments.

Contract Modification

This contract may be modified at any time by written agreement between You and Us. The modification must be signed by one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary).

Incontestable

This contract is incontestable from its Contract Date.

Benefits Based on Incorrect Data

If ~~the amount of benefits is determined by data as to a person's age or sex that is incorrect, payments under~~ this contract will be adjusted. They will be based on what would have been provided ~~at the correct birth date and sex.~~ Any underpayments made by Us will be made up promptly without interest. We reserve the right to recover any amounts overpaid from You or Your estate. If there are any future payments under this contract, overpayments made by Us will be subtracted, without interest, and/or as otherwise legally permissible.

State Laws

This contract is governed by the law of the state in which it is delivered. The values and benefits of this contract are at least equal to those required by such state. Any paid up annuity, cash surrender or death benefits available under the contract are not less than the minimum benefits required by any law of the state in which the contract is delivered.

Reports to Owner

At least once a year as of a date not more than four months previous to the date of mailing, We will send You, without charge, a statement showing (1) the Contract Value as of the beginning and end dates of the period, (2) the contract's surrender value and any outstanding loan value as of the end date of the period, and (3) amounts credited or debited during the period, identified by type. This statement will also show any other information required under state or federal law.

We will also send You, without charge, ~~notices~~ of current or other values upon Your request.

Evidence of Survival

Where any payments under this contract depend on the recipient or Annuitant being alive on a certain date, We may require proof satisfactory to Us that such condition has been met. Such proof may be required prior to making the payments.

Protection of Proceeds

Payments under this contract are not assignable by any beneficiary prior to the time they are due. To the extent allowed by law, payments are not subject to the claims of creditors or to legal process.

Payments by Us

All sums payable by Us are payable at Our corporate office. Any payment or surrender from a variable subaccount is based on the variable subaccount value.

Voting Rights

If federal law requires, We will give certain voting rights to contract owners. If You have voting rights, We will send You a notice telling You the time and place of a shareholder meeting. The notice will also explain matters to be voted upon and how many votes to which You are entitled.

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Contract Modification

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Incontestable

This contract is incontestable from its Contract Date.

Benefits Based on Incorrect Data

If ~~benefit amounts are determined by incorrect information regarding a person's age or gender, payments described in~~ this contract will be adjusted. They will be based on what would have been provided ~~using the correct birth date and/or correct gender.~~ Any underpayments made by Us will be made up promptly without interest. We reserve the right to recover any amounts overpaid from You or Your estate. If there are any future payments under this contract, overpayments made by Us will be subtracted, without interest, and/or as otherwise legally permissible.

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This contract is governed by the law of the state in which it is delivered. The values and benefits of this contract are at least equal to those required by such state. Any paid up annuity, cash surrender or death benefits available under the contract are not less than the minimum benefits required by any law of the state in which the contract is delivered.

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Ownership, Annuitant and Beneficiary

Owner Rights

Unless otherwise stated in this contract, You may exercise all rights and privileges provided in this contract or allowed by Us.

If two Owners jointly own this contract, each Owner may independently exercise transfers among the various account options and designate purchase payment allocations. Unless agreed to by Us, all other terms, conditions, rights and requirements that apply to an Owner under this contract shall apply jointly to each joint Owner named.

Non-Natural Person and Revocable Trust Ownership

The Owner may be a non-natural person (e.g. irrevocable trust or corporation) or a revocable trust if We agree. If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit using the age or life of the Owner. These include Payments to Beneficiaries provisions, the ROPP Benefit Age, Hospitalization/ Nursing Home Waiver Benefit Age, TI Waiver Benefit Age and Maximum Purchase Payments shown under Contract Data, the Waiver of Surrender Charge upon Hospital or Nursing Home Confinement provision, and the Waiver of Surrender Charge upon Terminal Illness Diagnosis provision. If the Owner or any joint Owner is a non-natural person or revocable trust, the Annuitant may not be changed.

Change of Ownership

You may change the ownership of this contract by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the receipt.

A change of ownership may result in tax consequences.

See any attached tax qualified endorsement for ownership change limitations.

Beneficiary

Except as otherwise provided in the contract, beneficiaries are those You designate to receive the death benefit of this contract if You die while this contract is in force. We will not be bound by any such designation unless made by Written Request or other method agreed to by Us and recorded by Us. Any beneficiary designation takes effect as of the date of Your request. However, We are not liable for any payment made by Us before the recording.

For joint spousal ownership with right of survivorship, the surviving spouse is deemed the sole beneficiary superseding any other beneficiary designation. This permits the surviving spouse to use the Spouse's Option to Continue Contract provision in the Payments to Beneficiaries section of the contract. (The deemed surviving spouse sole beneficiary designation may only be overridden if specifically requested in writing and signed by both joint spousal Owners.)

Only those beneficiaries who are living as of the date of death may share in the benefits, if any. Benefits will be paid to all primary beneficiaries surviving You, in accordance with Your last beneficiary designation on file. If none survive, proceeds will be paid to all surviving contingent beneficiaries. If there is no valid beneficiary designation or if no beneficiary survives, We will pay the benefits as follows:

- if there are joint Owners, We will pay the surviving Owner(s), otherwise;
- if the Owner is a non-natural person or revocable trust, We will pay the Owner, otherwise;
- to Your spouse, if living;
- if no spouse is living, to Your lawful children per stirpes;
- if You have no spouse or direct descendents, to Your parents equally or the survivor, if living, otherwise to Your estate.

Change of Beneficiary

By Owner: You may change the beneficiary at any time by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request. However, We are not liable for any payment made by Us before the receipt.

By Beneficiary: If the death benefit under this contract becomes payable to a beneficiary (recipient) under an annuity payment plan, that recipient shall have the right to name, or later change, their own beneficiary by Written Request. If there is no valid beneficiary designation or if no beneficiary survives the recipient, We will pay any benefits due under the annuity payment plan following the death of the original beneficiary as follows:

- to the recipient's spouse, if living;
- if no spouse is living, to the recipient's lawful children per stirpes;
- if the recipient has no spouse or direct descendents, to the recipient's parents equally or the survivor, if living, otherwise to the recipient's estate.

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Termination of the Contract

The contract will be terminated under the following conditions:

1. After the death benefit is paid, the contract will terminate.
2. Reduction of the Contract Value to zero will terminate the contract unless benefits are payable under the terms of certain optional withdrawal benefit or accumulation benefit riders, if any, attached to this contract.
3. Your Written Request for a full surrender will terminate the contract.

Ownership, Annuitant and Beneficiary

Owner Rights

Unless otherwise stated in this contract, You may exercise all rights and privileges provided in this contract or allowed by Us.

If two Owners jointly own this contract, each Owner may independently exercise transfers among the various account options and designate purchase payment allocations. Unless agreed to by Us, all other terms, conditions, rights and requirements that apply to an Owner under this contract shall apply jointly to each joint Owner named.

Non-Natural Person and Revocable Trust Ownership

The Owner may be a non-natural person (e.g. irrevocable trust or corporation) or a revocable trust if We agree. If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit using the age or life of the Owner. These include Payments to Beneficiaries provisions, the ROPP Benefit Age, Hospitalization/ Nursing Home Waiver Benefit Age, TI Waiver Benefit Age and Maximum Purchase Payments shown under Contract Data, the Waiver of Surrender Charge upon Hospital or Nursing Home Confinement provision, and the Waiver of Surrender Charge upon Terminal Illness Diagnosis provision. If the Owner or any joint Owner is a non-natural person or revocable trust, the Annuitant may not be changed.

Change of Ownership

You may change the ownership of this contract by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the receipt.

A change of ownership may result in tax consequences.

See any attached tax qualified endorsement for ownership change limitations.

Beneficiary

Except as otherwise provided in the contract, beneficiaries are those You designate to receive the death benefit of this contract if You die while this contract is in force. We will not be bound by any such designation unless made by Written Request or other method agreed to by Us and recorded by Us. Any beneficiary designation takes effect as of the date of Your request. However, We are not liable for any payment made by Us before the recording.

For joint spousal ownership with right of survivorship, the surviving spouse is deemed the sole beneficiary superseding any other beneficiary designation. This permits the surviving spouse to use the Spouse's Option to Continue Contract provision in the Payments to Beneficiaries section of the contract. (The deemed surviving spouse sole beneficiary designation may only be overridden if specifically requested in writing and signed by both joint spousal Owners.)

Only those beneficiaries who are living as of the date of death may share in the benefits, if any. Benefits will be paid to all primary beneficiaries surviving You, in accordance with Your last beneficiary designation on file. If none survive, proceeds will be paid to all surviving contingent beneficiaries. If there is no valid beneficiary designation or if no beneficiary survives, We will pay the benefits as follows:

- if there are joint Owners, We will pay the surviving Owner(s), otherwise;
- if the Owner is a non-natural person or revocable trust, We will pay the Owner, otherwise;
- to Your spouse, if living;
- if no spouse is living, to Your lawful children per stirpes;
- if You have no spouse or direct descendents, to Your parents equally or the survivor, if living, otherwise to Your estate.

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Change of Annuitant or Contingent Annuitant

If:

1. this is a Nonqualified Contract, and
2. You are a natural person, and
3. You are not a revocable trust, and
4. it is prior to the Annuitization Start Date;

then You may change the Annuitant or Contingent Annuitant by Written Request or other method agreed to by Us. Once We receive the request and We record the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the recording.

In addition, if the Annuitant and the Owner are not the same person and the Annuitant dies before the Annuitization Start Date, the Owner becomes the Annuitant unless a Contingent Annuitant has been previously selected. The contract continues in force, and no death benefit is payable unless the Owner dies.

In the case of joint ownership, one Owner must be named as Contingent Annuitant.

Pre-election of an Annuity Payment Plan

If this is a Nonqualified Contract, You may elect how the death benefit described herein is to be paid under the contract in the event of death before the Annuitization Start Date by Written Request or other method agreed to by Us. In this event the death benefit shall be payable as so elected by You, rather than as requested by the beneficiary. If for any reason such election does not satisfy Section 72 of the Code or related distribution requirements, the election will be void and the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract. This provision is available for Tax Qualified Contracts if agreed to by Us.

Assignment

If this is a Nonqualified Contract, You can assign this contract or any interest in it. Your interest and the interest of any beneficiary are 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 contract. Any amounts payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Us at Our corporate office. Unless otherwise specified by You, assignments shall be effective on the date the assignment notice is signed, subject to any action taken or payment made by Us before the assignment was received at Our corporate office. We are not responsible for the validity or effect, tax or otherwise, of any assignment.

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Change of Beneficiary

By Owner: You may change the beneficiary at any time by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request. However, We are not liable for any payment made by Us before the receipt.

By Beneficiary: If the death benefit under this contract becomes payable to a beneficiary (recipient) under an annuity payment plan, that recipient shall have the right to name, or later change, their own beneficiary by Written Request. If there is no valid beneficiary designation or if no beneficiary survives the recipient, We will pay any benefits due under the annuity payment plan following the death of the original beneficiary as follows:

- to the recipient's spouse, if living;
- if no spouse is living, to the recipient's lawful children per stirpes;
- if the recipient has no spouse or direct descendents, to the recipient's parents equally or the survivor, if living, otherwise to the recipient's estate.

Change of Annuitant or Contingent Annuitant

If:

1. this is a Nonqualified Contract, and
2. You are a natural person, and
3. You are not a revocable trust, and
4. it is prior to the Annuitization Start Date;

then You may change the Annuitant or Contingent Annuitant by Written Request or other method agreed to by Us. Once We receive the request and We record the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the recording.

In addition, if the Annuitant ~~is not an Owner~~ and the Annuitant dies before the Annuitization Start Date, the Owner becomes the Annuitant unless a Contingent Annuitant has been previously selected. The contract continues in force, and no death benefit is ~~payable.~~

~~If the Annuitant is an Owner and the Annuitant dies before the Annuitization Start Date, the death benefit is payable.~~

In the case of joint ownership, one Owner must be named as Contingent Annuitant.

Pre-election of an Annuity Payment Plan

If this is a Nonqualified Contract, You may elect how the death benefit described ~~in this contract is to be paid in the event of Your death before the Annuitization Start Date. You must make the election~~ by Written Request or other method agreed to by Us. In this event the death benefit shall be payable as so elected by You, rather than as requested by the beneficiary. If for any reason such election does not satisfy Section 72 of the Code or related distribution requirements, the election will be void and the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract. This provision is available for Tax Qualified Contracts if agreed to by Us.

Assignment

If this is a Nonqualified Contract, You can assign this contract or any interest in it. Your interest and the interest of any beneficiary are 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 contract. Any amounts payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Us at Our corporate office. Unless otherwise specified by You, assignments shall be effective on the date the assignment notice is signed, subject to any action taken or payment made by Us before the assignment was received at Our corporate office. We are not responsible for the validity or effect, tax or otherwise, of any assignment.

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Payments to Beneficiaries

Spouse's Option to Continue Contract

If You die before the Annuitization Start Date and Your spouse is the sole primary beneficiary or a joint tenant with right of survivorship, Your spouse may accept payment of the death benefit under options described below or keep the contract in force as Owner, including any associated riders in force, subject to rider continuation rules in effect. If the Owner was also the Annuitant, then the spouse becomes the Annuitant as well.

Election by the spouse to continue the contract must be made by Written Request, or other method agreed to by Us, at the time We receive due proof of death. Upon spousal continuation the Contract Value shall be equal to the death benefit that would otherwise have been paid. The spouse may make additional purchase payments to the contract. Surrender charges under the continued contract shall not apply after the election by the spouse to continue the contract.

Death Benefit Before the Annuitization Start Date

A death benefit is payable to the beneficiary if You die while this contract is in force and before the Annuitization Start Date.

If the annuity is jointly owned by non-spousal Owners, then the death benefit will be paid to the beneficiary at the first death of a joint Owner.

If the annuity is jointly owned by spousal Owners, see Spouse's Option to Continue Contract above.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this contract is in force, and if You are the ROPP Benefit Age (shown under Contract Data) or younger on the later of (1) the Contract Date or (2) the date of the most recent "covered life change," (if applicable), then We will pay the beneficiary the greater of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment Value.

If You are older than the ROPP Benefit Age (shown under Contract Data) on the later of (1) the Contract Date or (2) the date of the most recent "covered life change" (if applicable), and if You die prior to the Annuitization Start Date while this contract is in force, then We will pay the beneficiary the Contract Value, less any purchase payment credits that are subject to reversal and after any rider charges have been deducted.

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

Adjustments for Partial Surrenders Definition: "Adjustments for partial surrenders" are calculated for 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 ROPP value on the date of (but prior to) the partial surrender
- **c** = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value Definition: On the Contract Date the ROPP value is established as the total purchase payments and any purchase payment credits made to the contract.

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

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increases to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract:

   if the prior Owner was eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

   A = the Contract Value on that date after any rider charges have been deducted, and

   B = the ROPP value on that date (but prior to the reset).

   if the prior Owner was not eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" as the Contract Value on that date, after any rider charges have been deducted.

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Payments to Beneficiaries

Spouse's Option to Continue Contract

If You die before the Annuitization Start Date and Your spouse is the sole primary beneficiary or a joint tenant with right of survivorship, Your spouse may accept payment of the death benefit under options described below or keep the contract in force as Owner, including any associated riders in force, subject to rider continuation rules in effect. If the Owner was also the Annuitant, then the spouse becomes the Annuitant as well.

Election by the spouse to continue the contract must be made by Written Request, or other method agreed to by Us, at the time We receive due proof of death. Upon spousal continuation the Contract Value shall be equal to the death benefit that would otherwise have been paid but with no reduction for rider charges on riders that remain in force. The spouse may make additional purchase payments to the contract. Surrender charges under the continued contract shall not apply after the election by the spouse to continue the contract.

Death Benefit Before the Annuitization Start Date

A death benefit is payable to the beneficiary if You die when the Contract Value is greater than zero and before the Annuitization Start Date.

If the annuity is jointly owned by non-spousal Owners, then the death benefit will be paid to the beneficiary at the first death of a joint Owner.

If the annuity is jointly owned by spousal Owners, see Spouse's Option to Continue Contract above.

Payment Options

Any amounts payable or applied by Us as described in this section will be based on the Contract Values as of the Valuation Date on or next following the date on which We receive due proof of death at Our corporate office. Due proof of death includes all documents needed to complete a beneficiary's claim.

The death benefit for each beneficiary will be payable in a lump sum on the Valuation Date We receive due proof of death from that beneficiary. The beneficiary may elect to receive payment anytime within five years after the date of death.

In lieu of a lump sum, payments may be made under a payment plan, provided:

- the beneficiary elects the plan at the time We receive due proof of death; and
- the plan provides payments over a period which does not exceed the life or over a period not extending beyond the life expectancy of the beneficiary; and
- payments begin no later than one year after the date of death.

If the beneficiary elects an annuity payment plan, such beneficiary shall be the Annuitant for purposes of a lifetime payment plan.

Amount Payable Before the Annuitization Start Date

If You are the ROPP Benefit Age (shown under Contract Data) or younger on the later of (1) the Contract Date or (2) the date of the most recent "covered life change," (if applicable), and if You die prior to the Annuitization Start Date with a Contract Value greater than zero; then We will pay the beneficiary the greater of the following amounts:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment (ROPP) Value.

If You are older than the ROPP Benefit Age (shown under Contract Data) on the later of (1) the Contract Date or (2) the date of the most recent "covered life change" (if applicable), and if You die prior to the Annuitization Start Date with a Contract Value greater than zero; then We will pay the beneficiary the Contract Value after any rider charges have been deducted.

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

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Payment Options

Any amounts payable or applied by Us as described in this section will be based on the Contract Values as of the Valuation Date on or next following the date on which We receive due proof of death at Our corporate office. Due proof of death includes all documents needed to complete a beneficiary's claim.

The death benefit for each beneficiary will be payable in a lump sum on the Valuation Date We receive due proof of death from that beneficiary. The beneficiary may elect to receive payment anytime within five years after the date of death.

In lieu of a lump sum, payments may be made under a payment plan, provided:

- the beneficiary elects the plan at the time We receive due proof of death; and
- the plan provides payments over a period which does not exceed the life or over a period not extending beyond the life expectancy of the beneficiary; and
- payments begin no later than one year after the date of death.

If the beneficiary elects an annuity payment plan, the beneficiary shall be the Annuitant for purposes of a lifetime payment plan.

Death of the Owner or Annuitant After the Annuitization Start Date

The Owner's death produces a death benefit after the Annuitization Start Date. The amount payable, if any, will depend on the annuity payment plan then in effect.

Death of the Owner: If the Owner is the Annuitant and dies after the Annuitization Start Date, payments cease for lifetime only payment plans. Payments continue to the Owner's beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If the Owner is not the Annuitant and the Owner dies after the Annuitization Start Date, payments continue to the beneficiaries according to the payment plan in effect.

Death of the Annuitant or of a beneficiary receiving payments under an annuity payment plan: If the Owner is not the Annuitant and the Annuitant dies after the Annuitization Start Date, payments cease for lifetime payment plans. Payments continue to the Owner for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If a beneficiary elects an annuity payment plan as provided under the Payment Options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as provided under the Change of Beneficiary provision for the remainder of any guarantee period.

In any event, amounts remaining payable must be paid at least as rapidly as payments were being made at the time of such death.

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Return of Purchase Payment (ROPP) Value Definition: On the Contract Date the ROPP value is established as the total purchase payments made to the contract.

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

1. Additional purchase payments will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any increases to the Contract Value due to the death benefit that would otherwise have been paid but with no reduction for rider charges on riders that remain in force.
4. After a "covered life change" other than for a spouse who continues the contract:

   if the prior Owner was eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

   A= the Contract Value on that date after any rider charges have been deducted, and

   B= the ROPP value on that date (but prior to the reset).

   if the prior Owner was not eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" as the Contract Value on that date, after any rider charges have been deducted.

Adjustments for Partial Surrenders Definition:

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

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

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

b = the ROPP value on the date of (but prior to) the partial surrender

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

Death Benefit After the Annuitization Start Date

The Owner's death produces a death benefit after the Annuitization Start Date. The amount payable, if any, will depend on the annuity payment plan then in effect.

Death of the Owner: If the Owner is the Annuitant and dies after the Annuitization Start Date, payments cease for lifetime only payment plans. Payments continue to the Owner's beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If the Owner is not the Annuitant and dies after the Annuitization Start Date, payments continue to the beneficiaries according to the payment plan in effect.

Death of the Annuitant or of a beneficiary receiving payments under an annuity payment plan: If the Owner is not the Annuitant and the Annuitant dies after the Annuitization Start Date, payments cease for lifetime payment plans. Payments continue to the Owner for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If a beneficiary elects an annuity payment plan as provided under the Payment Options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as provided under the Change of Beneficiary provision for the remainder of any guarantee period.

In any event, amounts remaining payable must be paid at least as rapidly as payments were being made at the time of such death.

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Purchase Payments

Purchase Payments

Purchase payments are the payments You make for this contract and the benefits it provides. Purchase payments must be paid or mailed to Us at Our corporate office or to an authorized agent. If requested, We'll give You a receipt for Your purchase payments.

Additional Purchase Payments

Subject to the Payment Limits provision below, additional purchase payments may be made until the earlier of:

1. the date this contract terminates by surrender or otherwise; or
2. the Annuitization Start Date.

Subject to the Payment Limits Provision You may:

1. stop and/or restart purchase payments; or
2. increase or decrease the amount of Your purchase payments; or
3. change the interval of Your purchase payments.

Payment Limits

Maximum Purchase Payments - The maximum contract purchase payments may not exceed the amounts shown under Contract Data, based on Your Attained Age at the time of payment. The 1st Contract Year and Total amount applies to all deferred annuity contracts We have issued where You are an Owner. We reserve the right to increase the maximums.

Additional Purchase Payments - You may make additional purchase payments of at least the minimum amount shown under Contract Data.

You can not allocate purchase payments to the Fixed Account for six months following: (1) a partial surrender from the Fixed Account; (2) a lump sum transfer from the Regular Fixed Account to another account; or (3) termination of automated transfers from the Special DCA Fixed Account prior to the end of Your elected Special DCA time period.

We reserve the right to cancel this contract if both of the following conditions exist at the same time: (1) no purchase payments have been paid for a continuous period of 24 months; and (2) less than $500 in purchase payments have been paid under this contract. In this event, We will give You notice of Our intent to cancel this contract. Upon such cancellation We will pay You the Contract Value, after any rider charges have been deducted, in one sum. This contract will then terminate.

Allocation of Purchase Payments

You instruct Us on how You want Your purchase payments allocated among the available accounts.

The percentage of any payment which may be allocated to the Regular Fixed Account is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

We reserve the right to limit the accounts and/or variable subaccounts to which You can allocate purchase payments or Contract Value at any time. In addition, allocations to certain accounts or variable subaccounts may be limited or required under the terms of certain optional benefit riders, if any, attached to this contract.

Your allocation instructions as of the Contract Date are shown under Contract Data. Unless any restrictions apply, You may, by Written Request or other method agreed to by Us, change Your choice of accounts or percentages. If Your current allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will apply payments pro rata according to the valid portion of Your allocation instructions. The first purchase payment will be allocated as of the end of the Valuation Period during which We make an affirmative decision to issue this contract. Purchase payments after the first will be allocated as of the end of the Valuation Period during which We receive the payment at Our corporate office.

Purchase Payment Credits

If shown under Contract Data, We add a purchase payment credit to Your contract for each purchase payment You make in the first contract year. Any purchase payment credit is allocated to Your Contract Value when the applicable purchase payment is applied, according to allocation instructions in effect for Your purchase payments.

The purchase payment credit will be determined using one of the following crediting methods. The crediting method used for Your contract, if applicable, will be shown under Contract Data.

Crediting Method 1: The purchase payment credit is a percentage of each purchase payment made in the first contract year. As shown under Contract Data, the purchase payment credit percentage depends on the amount of cumulative net purchase payments. Cumulative net purchase payments are total purchase payments less the total amount of partial

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Purchase Payments

Purchase Payments

Purchase payments are the payments You make for this contract and the benefits it provides. Purchase payments must be paid or mailed to Us at Our corporate office or to an authorized agent. If requested, We'll give You a receipt for Your purchase payments.

Additional Purchase Payments

Subject to the Payment Limits provision below, additional purchase payments may be made until the earlier of:

1. the date this contract terminates by surrender or otherwise; or
2. the Annuitization Start Date.

Subject to the Payment Limits Provision You may:

1. stop and/or restart purchase payments; or
2. increase or decrease the amount of Your purchase payments; or
3. change the interval of Your purchase payments.

Payment Limits

Maximum Purchase Payments - The maximum ~~purchase payments in the first or later years~~ may not exceed the amounts shown under Contract Data, based on ~~the contract year and Your Attained Age at the time of payment unless We allow otherwise on a non-discriminatory basis.~~

~~The Maximum Purchase Payments Permitted includes payments~~ to all deferred annuity contracts We have issued where You are an Owner. We reserve the right to increase the maximums.

Additional Purchase Payments - ~~Additional purchase payments You make must be~~ at least the minimum amount shown under Contract Data.

You ~~cannot~~ allocate purchase payments to the Fixed Account for six months following: (1) a partial surrender from the Fixed Account; (2) a lump sum transfer from the Regular Fixed Account to another account; or (3) termination of automated transfers from the Special DCA Fixed Account prior to the end of ~~the elected Special DCA time period.~~

We reserve the right to cancel this contract if both of the following conditions exist at the same time: (1) no purchase payments have been paid for a continuous period of 24 months; and (2) less than $500 in purchase payments have been paid under this contract. In this event, We will give You notice of Our intent to cancel this contract. Upon such cancellation We will pay You the Contract Value, after any rider charges have been deducted, in one sum. This contract will then terminate.

Allocation of Purchase Payments

You instruct Us on how You want Your purchase payments allocated among the available accounts.

The percentage of any payment which may be allocated to the Regular Fixed Account is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

We reserve the right to limit the accounts and/or variable subaccounts to which You can allocate purchase payments or Contract Value at any time. In addition, allocations to certain accounts or variable subaccounts may be limited or required under the terms of certain optional benefit riders, if any, attached to this contract.

Your allocation instructions as of the Contract Date are shown under Contract Data. Unless any restrictions apply, You may, by Written Request or other method agreed to by Us, change Your choice of accounts or percentages. If Your current allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will apply payments pro rata according to the valid portion of Your allocation instructions. The first purchase payment will be allocated as of the end of the Valuation Period during which We make an affirmative decision to issue this contract. Purchase payments after the first will be allocated as of the end of the Valuation Period during which We receive the payment at Our corporate office.

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surrenders. If an additional purchase payment in the first contract year causes the contract as a whole to be eligible for a greater percentage credit, an additional credit will be allocated on the date of the additional purchase payment. The additional credit is determined such that the total credits-to-date equal the greater percentage multiplied by cumulative net payments.

Crediting Method 2: The purchase payment credit is a percentage, as shown under Contract Data, of each purchase payment made in the first contract year.

Credits shall be reversed if applied within 12 months preceding:

1. the date of death that results in a death benefit payment under this contract; or
2. a request for surrender charge waiver due to Hospital or Nursing Home Confinement or Terminal Illness; or
3. the Annuitization Start Date.

Credits shall be reversed from the Contract Value for any purchase payment that is not honored.

The amount returned to You under the Right to Examine Contract provision on page one shall not include any credits applied to Your contract.

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Accounts: Fixed and Variable

The Fixed Account

The Fixed Account is part of Our general account. It is made up of all Our assets other than those in:

1. The Variable Account; and
2. Any other segregated asset accounts.

The Fixed Account consists of the Regular Fixed Account and the Special DCA Fixed Account.

We back the principal and interest guarantees relating to the Fixed Account. Purchase payments, interest credited and transfers allocated to the Fixed Account become part of Our general account.

Interest to be Credited

We will credit interest to the Fixed Account daily. We may credit interest to each Special DCA Fixed Account at promotional rates that are higher than those We credit to the Regular Fixed Account. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current crediting rate on the date each purchase payment, which is received in Our corporate office, becomes available to Us for use and on the date of any transfers to the Fixed Account. Amounts transferred from the Special DCA Fixed Account to the Regular Fixed Account, through transfers to an asset allocation model, will begin earning interest at the current crediting rate for the Regular Fixed Account on the transfer date. The current crediting rate is determined by Us and at Our discretion but will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.

One year after receipt of each purchase payment or transfer, the rate for the payment or transfer amount, and its accumulated interest, may change. Interest will accrue at revised rates determined by Us and at Our discretion. These rates may be based on various factors including, but not limited to, the interest rate environment, returns earned on investments backing these annuities, the rates currently in effect for new and existing company annuities, product design, competition, and the company's revenues and expenses. However, the rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data. Your interest rate for each purchase payment or transfer will never change more frequently than annually.

The Variable Account

The Variable Account is a separate investment account of Ours. It consists of variable subaccounts which are named under Contract Data.

We have allocated a part of Our assets for this and other contracts to the Variable Account. Such assets remain Our property. However, the portion of the assets which equals the reserves and other liabilities of the account(s) shall not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the Variable Account, are credited or charged to such account without regard to other income, gains or losses of the company.

Investments of the Variable Account

Purchase payments and transfer amounts applied to the variable subaccounts will be allocated as specified by You. Each variable subaccount will buy, at net asset value, shares of the fund for that variable subaccount shown under Contract Data or as later added or changed as described below.

We may change the funds from which the variable subaccounts buy shares if laws or regulations change, the existing funds become unavailable or, in Our judgment, the funds are no longer suitable for the variable subaccounts. We have the right to substitute any funds for those shown under Contract Data.

We may also:

- add additional variable subaccounts investing in other funds,
- combine any two or more variable subaccounts,
- transfer assets to and from the variable subaccounts or the Variable Account, and
- eliminate or close any variable subaccounts.

When required, We would first seek approval of the Securities and Exchange Commission and the insurance regulator of the state where this contract is delivered.

Valuation of Assets

Fund shares in the variable subaccounts will be valued at their net asset value.

Variable Account Accumulation Units

The number of Accumulation Units for variable subaccounts chosen by You is found by:

1. adding the number of accumulation units resulting from:
   a. purchase payments allocated to the variable subaccount; and
   b. transfers to the variable subaccount;

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Accounts: Fixed and Variable

The Fixed Account

The Fixed Account is Our general account. It is made up of all Our assets other than those in:

1. The Variable Account; and
2. Any other segregated asset accounts.

The Fixed Account consists of the Regular Fixed Account and the Special DCA Fixed Account.

We back the principal and interest guarantees relating to the Fixed Account. Purchase payments and transfers to the Fixed Account become part of Our general account.

Interest to be Credited

We will credit interest to the Fixed Account daily. We may credit interest to each Special DCA Fixed Account at promotional rates that are higher than those We credit to the Regular Fixed Account. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current crediting rate on the date each purchase payment, which is received in Our corporate office, becomes available to Us for use and on the date of any transfers to the Fixed Account. Amounts transferred from the Special DCA Fixed Account to the Regular Fixed Account, through transfers to an asset allocation model, will begin earning interest at the current crediting rate for the Regular Fixed Account on the transfer date. The current crediting rate is determined by Us and at Our discretion but will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.

One year after receipt of each purchase payment or transfer, the rate for the payment or transfer amount, and its accumulated interest, may change. Interest will accrue at revised rates determined by Us and at Our discretion. These rates may be based on various factors including, but not limited to, the interest rate environment, returns earned on investments backing these annuities, the rates currently in effect for new and existing company annuities, product design, competition, and the company's revenues and expenses. However, the rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data. Your interest rate for each purchase payment or transfer will never change more frequently than annually.

The Variable Account

The Variable Account is a separate investment account of Ours. It consists of several variable subaccounts which are named under Contract Data.

We have allocated a part of Our assets for this and certain other contracts to the Variable Account. Such assets remain Our property. However, the portion of the assets which equals the reserves and other liabilities of the account(s) shall not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the separate account, are credited or charged to such account without regard to other income, gains or losses of the company.

Investments of the Variable Account

Purchase payments and transfer amounts applied to the variable subaccounts will be allocated as specified by the Owner. Each variable subaccount will buy, at net asset value, shares of the fund for that variable subaccount shown under Contract Data or as later added or changed as described below.

We may change the funds from which the variable subaccounts buy shares if laws or regulations change, the existing funds become unavailable or, in Our judgment, the funds are no longer suitable for the variable subaccounts. We have the right to substitute any funds for those shown under Contract Data.

We may also:

- add additional variable subaccounts investing in other funds,
- combine any two or more variable subaccounts,
- transfer assets to and from the variable subaccounts or the Variable Account, and
- eliminate or close any variable subaccounts.

When required, We would first seek approval of the Securities and Exchange Commission and the insurance regulator of the state where this contract is delivered.

Valuation of Assets

Fund shares in the variable subaccounts will be valued at their net asset value.

Variable Account Accumulation Units

The number of Accumulation Units for each of Your variable subaccounts is found by adding the number of accumulation units resulting from:

1. purchase payments and any purchase payment credits allocated to the variable subaccount; and
2. transfers to the variable subaccount;

and subtracting the number of Accumulation Units resulting from:

1. transfers from the variable subaccount; and

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2. and subtracting the number of Accumulation Units resulting from:

   a. transfers from the variable subaccount; and

   b. surrenders (including surrender charges) from the variable subaccount; and

   c. contract administrative charge or any rider charge deductions from the variable subaccount.

The number of Your Accumulation Units added or subtracted for each of the above transactions is found by dividing (1) by (2) where:

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, rider charges or contract administrative charges.

Variable Account Accumulation Unit Value

The value of an Accumulation Unit for each of the variable subaccounts was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

The Accumulation Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Accumulation Unit value is being calculated. The result is the Accumulation Unit value.

Net Investment Factor

The net investment factor is an index applied to measure the investment performance of a variable subaccount from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an accumulation or Annuity Unit may increase or decrease.

The net investment factor for any such variable subaccount for any Valuation Period is determined by: dividing (1) by (2) and subtracting (3) and (4) from the result. This is done where:

1. is the sum of:

   a. the net asset value per share of the fund held in the variable subaccount determined at the end of the current Valuation Period; plus

   b. the per share amount of any dividend or capital gain distribution made by the fund held in the variable subaccount, if the "ex-dividend" date occurs during the current Valuation Period; and

2. is the net asset value per share of the fund held in the variable subaccount, determined at the end of the last prior Valuation Period; and
3. is a factor representing the mortality and expense risk charge; and
4. is a factor representing the variable account administrative charge described below.

Mortality and Expense Risk Charge

In calculating unit values We will deduct a mortality and expense risk charge from the variable subaccounts which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the Annual Mortality and Expense Risk Fee shown under Contract Data. The deduction is made to compensate Us for assuming the mortality and expense risks under contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Fees for certain optional riders and features, if elected, will be added to the Annual Mortality and Expense Risk Fee.

Variable Account Administrative Charge

In calculating unit values, We will deduct a variable account administrative charge, as shown under Contract Data, from the variable subaccounts. This deduction is made to compensate Us for certain administrative and operating expenses for contracts of this type. The deduction will be:

1. made from each of Your variable subaccounts; and
2. computed on a daily basis.

Annuity Unit Value

The value of an Annuity Unit for each variable subaccount was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

1. the Annuity Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Annuity Unit value is being calculated.
2. the result is multiplied by an interest factor, which on an annualized basis is equal to .952381. This is done to offset the assumed 5% investment return which is built into Table A under the Tables of Annuity Payout Rates section.

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2. surrenders (including surrender charges) from the variable subaccount; and
3. contract administrative charge or any rider charge deductions from the variable subaccount.

The number of Your Accumulation Units added or subtracted for each of the above transactions is found by dividing (1) by (2) where:

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, rider charges or contract administrative charges.

Variable Account Accumulation Unit Value

The value of an Accumulation Unit for each of the variable subaccounts was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

> The Accumulation Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Accumulation Unit value is being calculated. The result is the Accumulation Unit value.

Net Investment Factor

The net investment factor is an index applied to measure the investment performance of a variable subaccount from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an accumulation or Annuity Unit may increase or decrease.

The net investment factor for any such variable subaccount for any Valuation Period is determined by: dividing (1) by (2) and subtracting (3) and (4) from the result. This is done where:

1. is the sum of:
   a. the net asset value per share of the fund held in the variable subaccount determined at the end of the current Valuation Period; plus
   b. the per share amount of any dividend or capital gain distribution made by the fund held in the variable subaccount, if the "ex-dividend" date occurs during the current Valuation Period; and
2. is the net asset value per share of the fund held in the variable subaccount, determined at the end of the last prior Valuation Period; and
3. is a factor representing the mortality and expense risk charge; and
4. is a factor representing the variable account administrative charge described below.

Mortality and Expense Risk Charge

In calculating unit values We will deduct a mortality and expense risk charge from the variable subaccounts which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the Annual Mortality and Expense Risk Fee shown under Contract Data. The deduction is made to compensate Us for assuming the mortality and expense risks under contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Fees for certain optional riders and features, if elected, will be added to the Annual Mortality and Expense Risk Fee.

Variable Account Administrative Charge

In calculating unit values, We will deduct a variable account administrative charge, as shown under Contract Data, from the variable subaccounts. This deduction is made to compensate Us for certain administrative and operating expenses for contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Annuity Unit Value

The value of an Annuity Unit for each variable subaccount was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

1. the Annuity Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Annuity Unit value is being calculated.
2. the result is multiplied by an interest factor, which on an annualized basis is equal to .952381. This is done to neutralize the assumed 5% investment return which is built into Table A under the Tables of Annuity Payout Rates section.

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Contract Value

Contract Value

The Contract Value at any time is the sum of:

1. Contract Value in the Variable Account; and
2. Contract Value in the Regular Fixed Account; and
3. Contract Value in the Special DCA Fixed Account.

For surrenders and charges, a number of Accumulation Units and dollar amounts will be deducted from the above accounts to equal any amounts surrendered or charges made against the Contract Value.

For surrenders, You may specify from which of the above accounts that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts in the same proportion that Your interest in each bears to the total Contract Value.

Contract Value in the Variable Account

Your Contract Value in the Variable Account at any time will be the total of the value of the units in any variable subaccount resulting from:

1. purchase payments allocated to a variable subaccount; plus
2. any amounts transferred to a variable subaccount; less
3. any amounts transferred from a variable subaccount; less
4. any amounts deducted from a variable subaccount for surrenders, contract administrative charges or any rider charges.

Contract Value in the Regular Fixed Account

The Contract Value in the Regular Fixed Account at any time will be the total of:

1. purchase payments allocated to the Regular Fixed Account, plus interest credited; plus
2. any amounts transferred to the Regular Fixed Account, plus interest credited; less
3. any amounts transferred from the Regular Fixed Account; less
4. any amounts deducted from the Regular Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Value in the Special DCA Fixed Account

The Contract Value in the Special DCA Fixed Account at any time will be the total of:

1. purchase payments allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Administrative Charge

We charge a fee for establishing and maintaining Our records for this contract. The charge per year is shown under Contract Data and is deducted from the Contract Value at the end of each contract year or, if earlier, when the contract is fully surrendered. The charge deducted will be prorated among all accounts in the same proportion Your interest in each bears to the total Contract Value.

We reserve the right to adjust this charge after the first Contract Anniversary but the charge will never exceed the amount shown under Contract Data. We waive or reduce the annual contract administrative charge for any contract year where the Contract Value immediately prior to the deduction of the charge equals or exceeds the amount shown under Contract Data.

If You make a full surrender of this contract, We deduct the full contract administrative charge at the time of full surrender regardless of Contract Value.

The charge does not apply to the amount applied to an annuity payment plan or to the death benefit.

Premium Tax Charges

We reserve the right to assess a charge against the Contract Value of this contract for any premium tax assessed to Us by a federal, state or local government. This charge could be deducted when You make purchase payments, or make a full surrender of the Contract Value or on the Annuitization Start Date.

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Contract Value

Contract Value

The Contract Value at any time is the sum of:

1. Contract Value in the Variable Account; and
2. Contract Value in the Regular Fixed Account; and
3. Contract Value in the Special DCA Fixed Account.

For surrenders and charges, a number of Accumulation Units and dollar amounts will be deducted from the above accounts to equal any amounts surrendered or charges made against the Contract Value.

For surrenders, You may specify from which of the above accounts that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts in the same proportion that Your interest in each bears to the total Contract Value.

Contract Value in the Variable Account

Your Contract Value in the Variable Account at any time will be the sum of the value of the units in any variable subaccount resulting from:

1. purchase payments and any purchase payment credits allocated to a variable subaccount; plus
2. any amounts transferred to a variable subaccount; less
3. any amounts transferred from a variable subaccount; less
4. any amounts deducted from a variable subaccount for surrenders, contract administrative charges or any rider charges.

Contract Value in the Regular Fixed Account

The Contract Value in the Regular Fixed Account at any time will be:

1. the sum of all purchase payments and any purchase payment credits allocated to the Regular Fixed Account, plus interest credited; plus
2. any amounts transferred to the Regular Fixed Account, plus interest credited; less
3. any amounts transferred from the Regular Fixed Account; less
4. any amounts deducted from the Regular Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Value in the Special DCA Fixed Account

The Contract Value in the Special DCA Fixed Account at any time will be:

1. the sum of all purchase payments and any purchase payment credits allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Administrative Charge

We charge a fee for establishing and maintaining Our records for this contract. The charge per year is shown under Contract Data and is deducted from the Contract Value at the end of each contract year or, if earlier, when the contract is fully surrendered. The charge deducted will be prorated among all accounts in the same proportion Your interest in each bears to the total Contract Value.

We reserve the right to adjust this charge after the first Contract Anniversary but the charge will never exceed the amount shown under Contract Data. We waive or reduce the annual contract administrative charge for any contract year where the Contract Value immediately prior to the deduction of the charge equals or exceeds the amount shown under Contract Data.

If You make a full surrender of this contract, We deduct the full contract administrative charge at the time of full surrender regardless of Contract Value.

The charge does not apply to the amount applied to an annuity payment plan or to the death benefit.

Premium Tax Charges

We reserve the right to assess a charge against the Contract Value of this contract for any premium tax assessed to Us by a federal, state or local government. This charge could be deducted when You make purchase payments, or make a full surrender of the Contract Value or on the Annuitization Start Date.

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Transfers of Contract Values

While this contract is in force prior to the Annuitization Start Date, transfers of Contract Values may be made as outlined below unless Contract Values are required to be allocated to certain accounts or variable subaccounts under the terms of certain optional benefit riders, if any, attached to this contract.

1. You may transfer all or a part of the values held in one or more of the variable subaccounts to another one or more of the variable subaccounts. You may also transfer values held in one or more of the variable subaccounts to the Regular Fixed Account, subject to items 2 and 4 below.
2. On or within the 30 Days before or after a Contract Anniversary You may transfer values from the Regular Fixed Account to one or more of the variable subaccounts. This amount shall not exceed the Regular Fixed Account transfer limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification. If such a transfer is made, ~~You may not transfer amounts~~ from any variable subaccount to the Regular Fixed Account for six months after such a transfer.
3. You may transfer from the Special DCA Fixed Account to the other accounts as explained in the Special DCA Fixed Account provision, shown below. If You terminate automated transfers from the Special DCA Fixed Account, ~~You may not transfer amounts~~ from any variable subaccount to the Regular Fixed Account for six months after such a transfer. You may not transfer values from any account into the Special DCA Fixed Account.
4. Amounts transferred to the Regular Fixed account shall not exceed the limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

You may make a transfer by Written Request. Telephone transfers may also be made according to telephone procedures or automated transfer procedures that are then currently in effect, if any. There is no fee or charge for these transfers. However, the minimum transfer amount is $250, or if less, the entire value in the account from which the transfer is being made. Smaller minimums may apply to automated transfer procedures.

We may suspend or modify ~~Your~~ transfer privileges at any time. The right to transfer Contract Values among the variable subaccounts and between the variable subaccounts and other accounts is also subject to modification or restriction if We determine, at Our sole discretion, that the exercise of that right by You is, or would be, to the disadvantage of other contract owners. Additionally, ~~We reserve the right to modify or restrict~~ transfer privileges if required to comply with the written instructions of a fund. Any modification or restriction could be applied to transfers to or from some or all of the variable subaccounts and other accounts.

These modifications could include, but are not limited to:

1. the requirements of a minimum time period between each transfer,
2. not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one contract owner,
3. suspending or terminating automatic transfer programs, or
4. limiting the dollar amount that You may transfer between the variable subaccounts and other accounts at any one time.

We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right We consider to be to the disadvantage of other contract owners.

Dollar Cost Averaging (DCA)

You may authorize the automated transfer of specified amounts, according to the rules ~~then~~ currently in effect, at the interval You select, from the Regular Fixed Account (subject to transfer limits shown under Contract Data) or any variable subaccount, to any other variable subaccount other than the source account. You may terminate automated transfers at any time.

Special DCA Fixed Account

You may also allocate new purchase payments to the Special DCA Fixed Account. You may authorize the automatic transfer of amounts on a monthly basis from the Special DCA Fixed Account to any of the variable subaccount(s) or any asset allocation model. (~~Transfers from the Special DCA Fixed account to the Regular Fixed Account~~ are not allowed.) All amounts allocated to the Special DCA Fixed Account will be transferred out within the specified Special DCA Fixed Account time period You elect from the time periods We make available.

If You terminate automated transfers from the Special DCA Fixed Account, the entire Special DCA Fixed Account balance will immediately be transferred according to ~~Your~~ Special DCA Fixed Account allocation instructions that are then in effect. If Your current Special DCA allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will transfer amounts pro rata according to the valid portion of Your allocation instructions.

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Transfers of Contract Values

While this contract is in force prior to the Annuitization Start Date, transfers of Contract Values may be made as outlined below unless Contract Values are required to be allocated to certain accounts or variable subaccounts under the terms of certain optional benefit riders, if any, attached to this contract.

1. You may transfer all or a part of the values held in one or more of the variable subaccounts to another one or more of the variable subaccounts. You may also transfer values held in one or more of the variable subaccounts to the Regular Fixed Account, subject to items 2 and 4 below.
2. On or within the 30 Days before or after a Contract Anniversary You may transfer values from the Regular Fixed Account to one or more of the variable subaccounts. This amount shall not exceed the Regular Fixed Account transfer limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification. If such a transfer is made, ~~no transfers may be made~~ from any variable subaccount to the Regular Fixed Account for six months after such a transfer.
3. You may transfer from the Special DCA Fixed Account to the other accounts as explained in the Special DCA Fixed Account provision, shown below. If You terminate automated transfers from the Special DCA Fixed Account, ~~no transfers may be made~~ from any variable subaccount to the Regular Fixed Account for six months after such a transfer. You may not transfer values from any account into the Special DCA Fixed Account.
4. Amounts transferred to the Regular Fixed account shall not exceed the limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

You may make a transfer by Written Request. Telephone transfers may also be made according to telephone procedures or automated transfer procedures that are then currently in effect, if any. There is no fee or charge for these transfers. However, the minimum transfer amount is $250, or if less, the entire value in the account from which the transfer is being made. Smaller minimums may apply to automated transfer procedures.

We may suspend or modify transfer privileges at any time. The right to transfer Contract Values among the variable subaccounts and between the variable subaccounts and other accounts is also subject to modification or restriction if We determine, at Our sole discretion, that the exercise of that right by You is, or would be, to the disadvantage of other contract owners. Additionally, ~~we reserve the right to modify or restrict~~ transfer privileges if required to comply with the written instructions of a fund. Any modification or restriction could be applied to transfers to or from some or all of the variable subaccounts and other accounts.

These modifications could include, but are not limited to:

1. the requirements of a minimum time period between each transfer,
2. not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one contract owner,
3. suspending or terminating automatic transfer programs, or
4. limiting the dollar amount that You may transfer between the variable subaccounts and other accounts at any one time.

We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right We consider to be to the disadvantage of other contract owners.

Dollar Cost Averaging (DCA)

You may authorize the automated transfer of specified amounts, according to the rules currently in effect, at the interval You select, from the Regular Fixed Account (subject to transfer limits shown under Contract Data) or any variable subaccount, to any other variable subaccount other than the source account. You may terminate automated transfers at any time.

Special DCA Fixed Account

You may also allocate new purchase payments ~~and any related purchase payment credits~~ to the Special DCA Fixed Account. You may authorize the automatic transfer of amounts on a monthly basis from the Special DCA Fixed Account to any of the variable subaccount(s) or any asset allocation model. (~~Asset allocation models contain certain variable subaccounts and may contain the Regular Fixed Account. Transfers from the Special DCA Fixed Account to the Regular Fixed Account outside of an asset allocation model~~ are not allowed.) All amounts allocated to the Special DCA Fixed Account will be transferred out within the specified Special DCA Fixed Account time period You elect from the time periods We make available.

If You terminate automated transfers from the Special DCA Fixed Account, the entire Special DCA Fixed Account balance will immediately be transferred according to ~~your~~ Special DCA Fixed Account allocation instructions that are then in effect. If Your current Special DCA allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will transfer amounts pro rata according to the valid portion of Your allocation instructions.

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Surrender Provisions

Surrender

By Written Request or other method agreed to by Us and subject to the rules below You may:

1. surrender this contract for the full surrender value; or
2. surrender part of this contract for a partial surrender.

Rules for Surrender

All surrenders will have the following conditions.

1. You must send Us Your Written Request (or other method agreed to by Us):

   a. while this contract is in force; and

   b. while all Owners are living; and

   c. prior to the Annuitization Start Date.

2. Unless We agree otherwise, You must surrender an amount equal to at least $250. The Contract Value after a partial surrender must be at least $500.
3. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to You within seven Days of the receipt of Your Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

   For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to You within seven Days of the receipt of Your Written Request and the return of this contract, if required. Following any required regulatory approval, We have the right to defer payment for up to six months from the date We receive Your request. In such circumstance, We will notify You of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of Your request.

4. For partial surrenders, if You do not specify from which account the surrender is to be made, the surrender will be made from all accounts in the same proportion as Your interest in each bears to the Contract Value.
5. If You die following a surrender request, payment will be made to Your estate.
6. Any amounts surrendered, including any related charges, cannot be repaid.

Upon surrender for the full surrender value this contract will terminate. We may require that You return the contract to Us before We pay the full surrender value.

Surrender Value

The full surrender value at any time will be:

1. the Contract Value immediately prior to the surrender;
2. minus the full contract administrative charge and any rider charges that are deducted for a full surrender;
3. minus any surrender charge.

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge, will equal the amount You requested. We pay You the amount You requested.

Surrender Charge

A surrender charge may apply in the event You surrender some or all of Your Contract Value during the surrender charge period. The surrender charge schedule for Your contract, including the duration of the surrender charge period and the surrender charge percentage applicable to each contract year, is shown under Contract Data. A surrender charge applies if You surrender purchase payments received that are still in the surrender charge period. Refer to Waiver of Surrender Charges for situations when surrender charges are not deducted.

The surrender charge amount is determined by multiplying purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage.

The amount that represents purchase payments surrendered is calculated using a prorated formula based on the percentage of Your Contract Value being surrendered. As a result, the amount that represents purchase payments surrendered may be greater than Your Contract Value surrendered. We determine the amount that represents purchase payments surrendered (PPS), purchase payments not subject to a surrender charge (PPF), and purchase payments which could be subject to a surrender charge (PPSC) by the following formula:

PPS = PPSC + PPF

$$PPSC = \left(\frac{PS - FA}{CV - FA} \right) X \ (PP - PPF)$$

PPF = FA - "contract earnings", but not less than zero

PP = Purchase payments not previously surrendered (total purchase payments - PPS)

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Surrender Provisions

Surrender

By Written Request or other method agreed to by Us and subject to the rules below You may:

1. surrender this contract for the full surrender value; or
2. surrender part of this contract for a partial surrender.

Rules for Surrender

All surrenders will have the following conditions.

1. You must send Us Your Written Request (or other method agreed to by Us):
   a. while this contract is in force; and
   b. while all Owners are living; and
   c. prior to the Annuitization Start Date.
2. Unless We agree otherwise, You must surrender an amount equal to at least $250. The Contract Value after a partial surrender must be at least $500.
3. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to You within seven Days of the receipt of Your Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

   For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to You within seven Days of the receipt of Your Written Request and the return of this contract, if required. Following any required regulatory approval, We have the right to defer payment to You for up to six months from the date We receive Your request. In such circumstance, we will notify You of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of Your request.
4. For partial surrenders, if You do not specify from which account the surrender is to be made, the surrender will be made from all accounts in the same proportion as Your interest in each bears to the Contract Value.
5. If the Owner dies following a surrender request, payment will be made to the Owner's estate.
6. Any amounts surrendered, including any related charges, cannot be repaid.

Upon surrender for the full surrender value this contract will terminate. We may require that You return the contract to Us before We pay the full surrender value.

Surrender Value

The full surrender value at any time will be:

1. the Contract Value immediately prior to the surrender;
2. minus the full contract administrative charge and any rider charges that are deducted for a full surrender;
3. minus any surrender charge;
4. minus any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge, will equal the amount You requested. We pay You the amount You requested.

Surrender Charge

A surrender charge may apply in the event You surrender some or all of Your Contract Value during the surrender charge period. The surrender charge schedule for Your contract, including the duration of the surrender charge period and the surrender charge percentage applicable to each contract year, is shown under Contract Data. A surrender charge applies if You surrender purchase payments received that are still in the surrender charge period. Refer to Waiver of Surrender Charges for situations when surrender charges are not deducted.

The surrender charge amount is determined by multiplying purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage.

The amount that represents purchase payments surrendered is calculated using a prorated formula based on the percentage of Your Contract Value being surrendered. As a result, the amount that represents purchase payments surrendered may be greater than Your Contract Value surrendered. We determine the amount that represents purchase payments surrendered (PPS), purchase payments not subject to a surrender charge (PPF), and purchase payments which could be subject to a surrender charge (PPSC) by the following formula:

PPS = PPSC + PPF

$$PPSC = \left(\frac{PS - FA}{CV - FA} \right) X \ (PP - PPF)$$

PPF = FA - "contract earnings", but not less than zero

PP = Purchase payments not previously surrendered (total purchase payments - PPS)

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PS = Amount the Contract Value is reduced by the surrender

FA = the "total free amount"

CV = Contract Value prior to the surrender

Definition of "contract earnings": With respect to these surrender provisions, "contract earnings" is defined as the Contract Value, less purchase payments not previously surrendered, but not less than zero.

With respect to these surrender provisions, "contract earnings" are surrendered first followed by purchase payments.

Definition of "total free amount"*: the greater of

a. "contract earnings", or

b. the CV Waiver Percentage shown under Contract Data multiplied by Your prior Contract Anniversary Contract Value, less any prior surrenders taken in the current contract year.

*During the first contract year, "total free amount" is the greater of:

a. "contract earnings", or

b. the CV Waiver Percentage shown under Contract Data multiplied by all purchase payments applied prior to Your surrender request, less any amounts surrendered prior to Your surrender request that represent the "total free amount".

Waiver of Surrender Charges

Surrender charges are waived for all of the following.

1. In each contract year during the surrender charge period, the "total free amount" as defined in the Surrender Charge provision; and
2. death benefit payments made in the event of Your death; and
3. amounts applied to an annuity payment plan; and
4. for Tax Qualified Contracts other than Inherited IRAs, amounts surrendered to meet applicable minimum distribution requirements under the Code to the extent they exceed amounts waived under item 1 of this provision (**Note:** Amounts surrendered under this waiver provision are limited to applicable required minimum distributions for this contract only and to one time per year unless We agree otherwise.); and
5. exercise of the Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision described below; and
6. exercise of the Waiver of Surrender Charges upon Terminal Illness Diagnosis provision described below.

Surrender proceeds will not be disbursed until we notify You of any denial of Your request for waiver of surrender charges and give You the opportunity to accept or reject surrender proceeds.

Suspension or Delay in Payment of Surrender Amount

We have the right to suspend or delay the date of any surrender payment from the variable subaccounts for any period:

1. when the New York Stock Exchange is closed; or
2. when trading on the New York Stock Exchange is restricted; or
3. when an emergency exists as a result of which:
   a. disposal of securities held in the variable subaccounts is not reasonably practical; or
   b. it is not reasonably practical to fairly determine the value of the net assets of the variable subaccounts; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions set forth in 2 and 3 exist.

Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

If You are the Hospitalization/Nursing Home Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are confined in a nursing home or hospital; and
3. such confinement has lasted for 60 straight Days or began within 30 Days following a 60 Day confinement; and
4. such confinement began after the Contract Date of this contract; and
5. We receive Your surrender request no later than 91 Days after the release from the hospital or nursing home.

To qualify, a letter of proof must:

1. be signed by Your licensed physician or the hospital or nursing home administrator; and
2. be on appropriate medical letterhead; and

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PS = Amount the Contract Value is reduced by the surrender

FA = the "total free amount"

CV = Contract Value prior to the surrender

Definition of "contract earnings": With respect to these surrender provisions, "contract earnings" is defined as the Contract Value, less purchase payments not previously surrendered, but not less than zero.

With respect to these surrender provisions, "contract earnings" are surrendered first followed by purchase payments.

Definition of "total free amount"*: the greater of:

a. "contract earnings", or

b. the CV Waiver Percentage shown under Contract Data multiplied by Your prior Contract Anniversary Contract Value, less any prior surrenders taken in the current contract year.

*During the first contract year, "total free amount" is the greater of:

a. "contract earnings", or

b. the CV Waiver Percentage shown under Contract Data multiplied by all purchase payments and any purchase payment credits applied prior to Your surrender request, less any amounts surrendered prior to Your surrender request that represent the "total free amount".

Waiver of Surrender Charges

Surrender charges are waived for all of the following.

1. In each contract year during the surrender charge period, the "total free amount" as defined in the Surrender Charge provision; and
2. death benefit payments made in the event of the death of the Owner; and
3. amounts applied to an annuity payment plan; and
4. for Tax Qualified Contracts other than Inherited IRAs, amounts surrendered to meet applicable minimum distribution requirements under the Code to the extent they exceed amounts waived under item 1 of this provision (**Note:** Amounts surrendered under this waiver provision are limited to applicable required minimum distributions for this contract only and to one time per year unless We agree otherwise.); and
5. exercise of the Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision described below; and
6. exercise of the Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision described below.

Surrender proceeds will not be disbursed until we notify You of any denial of Your request for waiver of surrender charges and give You the opportunity to accept or reject surrender proceeds.

Suspension or Delay in Payment of Surrender

We have the right to suspend or delay the date of any surrender payment from the variable subaccounts for any period:

1. when the New York Stock Exchange is closed; or
2. when trading on the New York Stock Exchange is restricted; or
3. when an emergency exists as a result of which:
   a. disposal of securities held in the variable subaccounts is not reasonably practical; or
   b. it is not reasonably practical to fairly determine the value of the net assets of the variable subaccounts; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions set forth in 2 and 3 exist.

Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

If You are the Hospitalization/Nursing Home Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are confined in a nursing home or hospital; and
3. such confinement has lasted for 60 straight Days or began within 30 Days following a 60 Day confinement; and
4. such confinement began after the Contract Date of this contract; and
5. We receive Your surrender request no later than 91 Days after the release from the hospital or nursing home.

To qualify, a letter of proof must:

1. be signed by Your licensed physician or the hospital or nursing home administrator; and
2. be on appropriate medical letterhead; and

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3. specify the confinement dates; and
4. if hospital confinement, specify hospital name, address and that it is operated pursuant to state and federal law; or
5. if nursing home confinement, specify nursing home name, address and that it meets the following definition of a nursing home.

Definition of nursing home: To qualify, the nursing home must be a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients; and:

1. provide 24 hour a day nursing service under a planned program of policies and procedures which was developed with the advice of, and is periodically reviewed and executed by, a professional group of at least one doctor and one nurse; and
2. have a doctor on duty or on call at all times to furnish medical care in case of emergency; and
3. have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds); and
4. have a nurse on duty or on call at all times; and
5. maintain clinical records for all patients; and
6. have appropriate methods and procedures for handling and administering drugs and biologicals.

If an institution or facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a nursing home only if it meets all of the above criteria, is authorized by license to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

Definition of doctor: A doctor is a physician, as defined in section 1861(r)(1) of the Federal Social Security Act, acting within the scope of his or her license in the state of licensure.

Definition of nurse: A nurse is a registered professional nurse, acting within the scope of his or her license in the state of licensure.

Waiver of Surrender Charges upon Terminal Illness Diagnosis

If You are the TI Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are diagnosed with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis; and
3. such diagnosis occurred on or after the first Contract Anniversary.

You must provide Us with a letter of proof when You request the surrender. Your surrender request may be sent to Us any time after the terminal illness diagnosis and before a death benefit is payable.

To qualify, the letter of proof must:

1. be signed by Your physician who is legally qualified and licensed to practice medicine in his/her state of residence and is operating within the scope of that license; and
2. be on appropriate medical letterhead; and
3. specify the terminal illness, the expected date of death and the date the terminal illness was initially diagnosed.

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3. specify the confinement dates; and
4. if hospital confinement, specify hospital name, address and that it is operated pursuant to state and federal law; or
5. if nursing home confinement, specify nursing home name, address and that it meets the following definition of a nursing home.

Definition of doctor: A doctor is a physician, as defined in section 1861(r)(1) of the Federal Social Security Act, acting within the scope of his or her license in the state of licensure.

Definition of nurse: A nurse is a registered professional nurse, acting within the scope of his or her license in the state of licensure.

Definition of nursing home: To qualify, the nursing home must be a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients; and:

1. provide 24 hour a day nursing service under a planned program of policies and procedures which was developed with the advice of, and is periodically reviewed and executed by, a professional group of at least one doctor and one nurse; and
2. have a doctor on duty or on call at all times to furnish medical care in case of emergency; and
3. have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds); and
4. have a nurse on duty or on call at all times; and
5. maintain clinical records for all patients; and
6. have appropriate methods and procedures for handling and administering drugs and biologicals.

If an institution or facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a nursing home only if it meets all of the above criteria, is authorized by license to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis

If You are the TI Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are diagnosed ~~as disabled~~ with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis; and
3. such diagnosis occurred on or after the first Contract Anniversary.

You must provide Us with a letter of proof when You request the surrender. Your surrender request may be sent to Us any time after the terminal illness diagnosis and before a death benefit is payable.

To qualify, the letter of proof must:

1. be signed by Your physician who is legally qualified and licensed to practice medicine in his/her state of residence and is operating within the scope of that license; and
2. be on appropriate medical letterhead; and
3. specify the terminal illness, the expected date of death and the date the terminal illness was initially diagnosed.

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Annuity Provisions

Annuity Payment

The Annuitization Start Date is the date shown under Contract Data. It can be changed by You as provided below. On the Annuitization Start Date, the amount applied to an annuity payment plan will be the Contract Value after any rider charges are deducted.

The first payment will be made as provided by the selected plan. Before the first payment is sent, We will require satisfactory proof of the Annuitant's age and that the Annuitant is alive. We may also require that You exchange this contract for a supplemental contract which provides the annuity payments.

Change of Annuitization Start Date

You may change the Annuitization Start Date shown under Contract Data by Written Request or other method agreed to by Us. If You select a new date, it must be at least 30 Days after We receive Your request.

The Annuitization Start Date must be on or before the latest of:

1. Your 95th birthday, or
2. the 10th Contract Anniversary, or
3. such other date as agreed upon by Us.

Annuity Payment Plans

Annuity payments may be made on a fixed dollar basis, a variable basis or a combination of both. You can schedule receipt of annuity payments according to one of the Plans A through D below or another plan agreed to by Us.

Plan A – Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant. No payments will be made after the Annuitant dies.

Plan B – Life Income with Guaranteed Period. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made for at least five, 10 or 15 years whether or not the Annuitant is living. You must select a guaranteed period, and the minimum number of years payable is five years.

Plan C – Life Income with Installment Refund. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made at least for a certain number of months whether or not the Annuitant is living. We determine the number of months by dividing the amount applied under this plan by the amount of the first monthly annuity payment.

Plan D – Joint and Survivor Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant and joint Annuitant. When either the Annuitant or the joint Annuitant dies We will continue to make monthly payments during the lifetime of the survivor. No payments will be made after the death of both the Annuitant and joint Annuitant.

Plan Selection

You may select the plan by Written Request, or other method agreed to by Us, at least 30 Days before the Annuitization Start Date. If We have not received Your Written Request to select a plan, the first annuity payment will be made 30 Days after the Annuitization Start Date according to Plan B with monthly payments guaranteed for ten years.

After the Annuitization Start Date, You cannot change to a different plan.

If the amount to be applied to a plan is less than $2,000 or would not provide an initial monthly payment of at least $20, We have the right to change the frequency of the payment or to make a lump sum payment of the amount that would have been applied to a plan.

Allocation of Contract Values to Provide Fixed and Variable Payments

On the Annuitization Start Date, You use the value described under the Annuity Payment provision above, to provide Fixed Annuity and/or Variable Annuity payments.

Unless We agree otherwise, You may use a maximum of ten variable subaccounts at any one time. The Special DCA Fixed Account is not available on and after the Annuitization Start Date. In addition, certain variable subaccounts may not be available on and after the Annuitization Start date.

Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

1. are guaranteed as to dollar amount; and
2. do not vary in amount based on the investment performance of the variable subaccounts.

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Annuity Provisions

Annuity Payment

The Annuitization Start Date is the date shown under Contract Data. It can be changed by You as provided below. On the Annuitization Start Date, the amount applied to an annuity payment plan will be:

- the Contract Value after any rider charges are deducted;
- less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

The first payment will be made as provided by the selected plan. Before the first payment is sent, We will require satisfactory proof of the Annuitant's age and that the Annuitant is alive. We may also require that You exchange this contract for a supplemental contract which provides the annuity payments.

Change of Annuitization Start Date

You may change the Annuitization Start Date shown for this contract by Written Request or other method agreed to by Us. If You select a new date, it must be at least 30 Days after We receive Your request.

The Annuitization Start Date must be on or before the latest of:

1. the owner's 95th birthday, or
2. the 10th Contract Anniversary, or
3. such other date as agreed upon by Us.

Annuity Payment Plans

Annuity payments may be made on a fixed dollar basis, a variable basis or a combination of both. You can schedule receipt of annuity payments according to one of the Plans A through E below or another plan agreed to by Us.

Plan A – Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant. No payments will be made after the Annuitant dies.

Plan B – Life Income with Guaranteed Period. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made for at least a period certain of five, 10 or 15 years whether or not the Annuitant is living. You must select a guaranteed period, and the minimum period certain is five years.

Plan C – Life Income with Installment Refund. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made at least for a certain number of months whether or not the Annuitant is living. We determine the number of months by dividing the amount applied under this plan by the amount of the first monthly annuity payment.

Plan D – Joint and Survivor Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant and joint Annuitant. When either the Annuitant or the joint Annuitant dies We will continue to make monthly payments during the lifetime of the survivor. No payments will be made after the death of both the Annuitant and joint Annuitant.

Plan E – Term Certain Installment. This provides monthly annuity payments for a period of years. The period of years may be no less than 10 nor more than 30.

Plan Selection

You may select the plan by Written Request, or other method agreed to by Us, at least 30 Days before the Annuitization Start Date. If We have not received Your Written Request to select a plan, the first annuity payment will be made 30 Days after the Annuitization Start Date according to Plan B with monthly payments guaranteed for ten years.

After the Annuitization Start Date, You cannot change to a different plan.

If the amount to be applied to a plan is less than $2,000 or would not provide an initial monthly payment of at least $20, We have the right to change the frequency of the payment or to make a lump sum payment of the amount that would have been applied to a plan.

Allocation of Contract Values to Provide Fixed and Variable Payments

On the Annuitization Start Date, You use the value described under the Annuity Payment provision above, to provide Fixed Annuity and/or Variable Annuity payments.

Unless We agree otherwise, You may use a maximum of ten variable subaccounts at any one time. The Special DCA Fixed Account is not available on and after the Annuitization Start Date.

Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

1. are guaranteed as to dollar amount; and
2. do not vary in amount based on the investment performance of the variable subaccounts.

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When annuity payments begin, amounts You allocate to provide fixed dollar payments ~~under Plans A, B, C and D~~ will be applied to the applicable Annuity Payout Rates Table. This will be done in accordance with the payment plan chosen. The minimum amount payable for each $1,000 so applied is shown in Table B under the Tables of Annuity Payout Rates ~~provision.~~

Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

1. are not predetermined or guaranteed as to dollar amount; and
2. vary in amount based on the investment performance of the variable subaccounts.

Determination of the First Variable Annuity Payment

When annuity payments begin, the amounts You allocate to provide Variable Annuity payments will be applied to the applicable Annuity Payout Rates Table. This will be done:

1. on the Annuitization Start Date; and
2. in accordance with the payment plan chosen. The amount payable for the first payment for each $1,000 so applied ~~under Plans A, B, C and D~~ is shown in Table A under the Tables of Annuity Payout Rates ~~provision.~~

Variable Annuity Payments After the First Payment

Variable annuity payments after the first payment vary in amount. The amount changes with the investment performance of the variable subaccounts. The dollar amount of Variable Annuity payments after the first is not fixed. It may change from month to month. The dollar amount of such payments is determined as follows.

1. The dollar amount of the first annuity payment is divided by the value of an Annuity Unit as of the Valuation Date on or next preceding the seventh Day before the Annuitization Start Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first payment. This number of Annuity Units remains fixed during the annuity payment period unless exchanged for units of any of the other variable subaccounts as provided below.
2. The fixed number of Annuity Units is multiplied by the Annuity Unit value as of the Valuation Date on or next preceding the seventh Day before the date the payment is due. The result establishes the dollar amount of the payment.

In order for the dollar amount of variable annuity payments not to decrease, the assets of the variable account must have a 5% annualized investment return.

We guarantee that the dollar amount of each payment after the first will not be affected by variations in expenses or mortality experience.

Exchange of Annuity Units

After the Annuitization Start Date, Annuity Units of any variable subaccount may be exchanged for units of any of the other variable subaccounts. This may be done no more than once in any contract year. Unless We agree otherwise You may use a maximum of ten variable subaccounts at any one time. No exchanges may be made to or from any Fixed Annuity after the Annuitization Start Date.

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When annuity payments begin, amounts You allocate to provide fixed dollar payments will be applied to the applicable Annuity Payout Rates Table. This will be done in accordance with the payment plan chosen. The minimum amount payable for each $1,000 so applied is shown in Table B under the Tables of Annuity Payout Rates section.

Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

1. are not predetermined or guaranteed as to dollar amount; and
2. vary in amount based on the investment performance of the variable subaccounts.

Determination of the First Variable Annuity Payment

When annuity payments begin, the amounts You allocate to provide Variable Annuity payments will be applied to the applicable Annuity Payout Rates Table. This will be done:

1. on the Annuitization Start Date; and
2. in accordance with the payment plan chosen. The amount payable for the first payment for each $1,000 so applied is shown in Table A under the Tables of Annuity Payout Rates section.

Variable Annuity Payments After the First Payment

Variable annuity payments after the first payment vary in amount. The amount changes with the investment performance of the variable subaccounts. The dollar amount of Variable Annuity payments after the first is not fixed. It may change from month to month. The dollar amount of such payments is determined as follows.

1. The dollar amount of the first annuity payment is divided by the value of an Annuity Unit as of the Valuation Date on or next preceding the seventh Day before the Annuitization Start Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first payment. This number of Annuity Units remains fixed during the annuity payment period unless exchanged for units of any of the other variable subaccounts as provided below.
2. The fixed number of Annuity Units is multiplied by the Annuity Unit value as of the Valuation Date on or next preceding the seventh Day before the date the payment is due. The result establishes the dollar amount of the payment.

In order for the dollar amount of variable annuity payments not to decrease, the assets of the variable account must have a 5% annualized investment return.

We guarantee that the dollar amount of each payment after the first will not be affected by variations in expenses or mortality experience.

Exchange of Annuity Units

After the Annuitization Start Date, Annuity Units of any variable subaccount may be exchanged for units of any of the other variable subaccounts. This may be done no more than once in any contract year. Unless We agree otherwise You may use a maximum of ten variable subaccounts at any one time. No exchanges may be made to or from any Fixed Annuity after the Annuitization Start Date.

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Tables of Annuity Payout Rates

Table A below shows the amount of the first monthly Variable Annuity payment, based on a 5% assumed investment return, for each $1,000 of value applied under Plans A, B, C and D. The amount of the first and all subsequent monthly fixed dollar annuity payments for each $1,000 of value applied under Plans A, B, C and D will be based on Our fixed dollar Table of Annuity Payout Rates in effect on the Annuitization Start Date.

Such rates are guaranteed to be not less than those shown in Table B. The amount of such annuity payments under Plans A, B and C will depend upon the gender and Attained Age of the Annuitant on the Annuitization Start Date. The amount of such annuity payments under Plan D will depend upon the gender and the Attained Age of the Annuitant and the joint Annuitant on the Annuitization Start Date.

Table A - Dollar Amount of First Monthly Variable Annuity Payment Per $1,000 Applied

		Plan A		Plan B						Plan C		Plan D
Age at Annui-tization	Beginning In Year	Life Income Non-Refund Male	Life Income Non-Refund Female	Five Years Certain Male	Five Years Certain Female	Life Income with Ten Years Certain Male	Life Income with Ten Years Certain Female	Fifteen Years Certain Male	Fifteen Years Certain Female	Life Income Installment Refund Male	Life Income Installment Refund Female	Joint & Survivor Non-Refund Male & Female Same Age
Age 65	2015	6.33	5.84	6.28	5.82	6.15	5.76	5.95	5.65	6.00	5.66	5.30
	2020	6.24	5.77	6.20	5.75	6.09	5.70	5.90	5.60	5.94	5.61	5.26
	2025	6.16	5.71	6.13	5.69	6.02	5.64	5.85	5.55	5.88	5.55	5.21
	2030	6.09	5.65	6.05	5.63	5.96	5.59	5.80	5.51	5.82	5.51	5.18
	2035	6.01	5.59	5.99	5.58	5.90	5.54	5.75	5.47	5.77	5.46	5.14
	2040	5.95	5.54	5.92	5.52	5.84	5.49	5.71	5.42	5.72	5.42	5.11
Age 75	2015	8.34	7.56	8.13	7.45	7.59	7.14	6.91	6.68	7.43	6.97	6.50
	2020	8.17	7.41	7.98	7.32	7.49	7.04	6.86	6.62	7.32	6.87	6.40
	2025	8.02	7.28	7.84	7.19	7.39	6.94	6.81	6.56	7.22	6.78	6.32
	2030	7.87	7.16	7.71	7.08	7.30	6.85	6.75	6.50	7.12	6.69	6.24
	2035	7.73	7.04	7.59	6.97	7.21	6.76	6.70	6.45	7.03	6.61	6.16
	2040	7.60	6.93	7.47	6.87	7.12	6.68	6.65	6.39	6.94	6.53	6.09
Age 85	2015	12.33	11.39	11.26	10.65	9.29	9.06	7.64	7.58	9.91	9.45	9.09
	2020	12.00	11.07	11.04	10.41	9.21	8.96	7.62	7.56	9.74	9.28	8.89
	2025	11.70	10.77	10.83	10.19	9.13	8.87	7.60	7.53	9.57	9.11	8.70
	2030	11.42	10.50	10.63	9.98	9.04	8.77	7.58	7.51	9.42	8.95	8.53
	2035	11.15	10.24	10.44	9.78	8.96	8.67	7.56	7.48	9.28	8.80	8.37
	2040	10.90	10.01	10.26	9.59	8.88	8.58	7.55	7.46	9.14	8.67	8.23
Age 95	2015	20.42	19.49	15.45	15.13	10.37	10.34	7.82	7.82	14.49	14.05	14.63
	2020	19.94	18.97	15.32	14.97	10.36	10.33	7.82	7.82	14.33	13.87	14.34
	2025	19.50	18.48	15.20	14.82	10.36	10.32	7.82	7.81	14.17	13.69	14.07
	2030	19.09	18.03	15.08	14.67	10.35	10.31	7.82	7.81	14.03	13.52	13.82
	2035	18.70	17.61	14.96	14.53	10.34	10.30	7.82	7.81	13.90	13.37	13.59
	2040	18.33	17.22	14.84	14.39	10.34	10.29	7.82	7.81	13.76	13.23	13.38
Age 100	2015	28.93	27.60	17.47	17.28	10.50	10.49	7.82	7.82	18.76	18.14	20.41
	2020	28.76	27.41	17.46	17.26	10.50	10.49	7.82	7.82	18.72	18.10	20.31
	2025	28.59	27.22	17.45	17.25	10.50	10.49	7.82	7.82	18.69	18.06	20.22
	2030	28.42	27.04	17.44	17.24	10.50	10.49	7.82	7.82	18.65	18.02	20.13
	2035	28.26	26.86	17.44	17.22	10.50	10.49	7.82	7.82	18.62	17.98	20.04
	2040	28.10	26.69	17.43	17.21	10.50	10.49	7.82	7.82	18.58	17.94	19.96

Table A above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any year, age, or any combination of year, age and gender not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request.

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Tables of Annuity Payout Rates

Table A below shows the amount of the first monthly Variable Annuity payment, based on a 5% assumed investment return, for each $1,000 of value applied under any payment plan. The amount of the first and all subsequent monthly fixed dollar annuity payments for each $1,000 of value applied under any payment plan will be based on Our fixed dollar Table of Annuity Payout Rates in effect on the Annuitization Start Date.

Such rates are guaranteed to be not less than those shown in Table B. The amount of such annuity payments under Plans A, B and C will depend upon the sex and age of the Annuitant on the Annuitization Start Date. The amount of such annuity payments under Plan D will depend upon the sex and the age of the Annuitant and the joint Annuitant on the Annuitization Start Date.

Table A - Dollar Amount of First Monthly Variable Annuity Payment Per $1,000 Applied

		Plan A		Plan B						Plan C		Plan D
Age at Annuitization	Beginning In Year	Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		Joint & Survivor Non-Refund Male & Female Same Age
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	6.42	5.92	6.37	5.89	6.23	5.82	6.01	5.71	6.07	5.72	5.35
	2015	6.33	5.84	6.28	5.82	6.15	5.76	5.95	5.65	6.00	5.66	5.30
	2020	6.24	5.77	6.20	5.75	6.09	5.70	5.90	5.60	5.94	5.61	5.26
	2025	6.16	5.71	6.13	5.69	6.02	5.64	5.85	5.55	5.88	5.55	5.21
	2030	6.09	5.65	6.05	5.63	5.96	5.59	5.80	5.51	5.82	5.51	5.18
	2035	6.01	5.59	5.99	5.58	5.90	5.54	5.75	5.47	5.77	5.46	5.14
Age 75	2010	8.51	7.71	8.28	7.59	7.69	7.24	6.97	6.75	7.54	7.08	6.60
	2015	8.34	7.56	8.13	7.45	7.59	7.14	6.91	6.68	7.43	6.97	6.50
	2020	8.17	7.41	7.98	7.32	7.49	7.04	6.86	6.62	7.32	6.87	6.40
	2025	8.02	7.28	7.84	7.19	7.39	6.94	6.81	6.56	7.22	6.78	6.32
	2030	7.87	7.16	7.71	7.08	7.30	6.85	6.75	6.50	7.12	6.69	6.24
	2035	7.73	7.04	7.59	6.97	7.21	6.76	6.70	6.45	7.03	6.61	6.16
Age 85	2010	12.67	11.74	11.49	10.89	9.37	9.17	7.65	7.61	10.10	9.65	9.30
	2015	12.33	11.39	11.26	10.65	9.29	9.06	7.64	7.58	9.91	9.45	9.09
	2020	12.00	11.07	11.04	10.41	9.21	8.96	7.62	7.56	9.74	9.28	8.89
	2025	11.70	10.77	10.83	10.19	9.13	8.87	7.60	7.53	9.57	9.11	8.70
	2030	11.42	10.50	10.63	9.98	9.04	8.77	7.58	7.51	9.42	8.95	8.53
	2035	11.15	10.24	10.44	9.78	8.96	8.67	7.56	7.48	9.28	8.80	8.37
Age 95	2010	20.92	20.07	15.58	15.29	10.38	10.35	7.82	7.82	14.67	14.24	14.95
	2015	20.42	19.49	15.45	15.13	10.37	10.34	7.82	7.82	14.49	14.05	14.63
	2020	19.94	18.97	15.32	14.97	10.36	10.33	7.82	7.82	14.33	13.87	14.34
	2025	19.50	18.48	15.20	14.82	10.36	10.32	7.82	7.81	14.17	13.69	14.07
	2030	19.09	18.03	15.08	14.67	10.35	10.31	7.82	7.81	14.03	13.52	13.82
	2035	18.70	17.61	14.96	14.53	10.34	10.30	7.82	7.81	13.90	13.37	13.59
Age 100	2010	29.11	27.80	17.48	17.29	10.50	10.49	7.82	7.82	18.80	18.18	20.51
	2015	28.93	27.60	17.47	17.28	10.50	10.49	7.82	7.82	18.76	18.14	20.41
	2020	28.76	27.41	17.46	17.26	10.50	10.49	7.82	7.82	18.72	18.10	20.31
	2025	28.59	27.22	17.45	17.25	10.50	10.49	7.82	7.82	18.69	18.06	20.22
	2030	28.42	27.04	17.44	17.24	10.50	10.49	7.82	7.82	18.65	18.02	20.13
	2035	28.26	26.86	17.44	17.22	10.50	10.49	7.82	7.82	18.62	17.98	20.04

Table A above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any plan and 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. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 5% assumed investment return.

Plan E - Dollar Amount of First Monthly Variable Annuity Payment Per $1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	10.51	17	7.20	24	5.88
11	9.77	18	6.94	25	5.76
12	9.16	19	6.71	26	5.65
13	8.64	20	6.51	27	5.54
14	8.20	21	6.33	28	5.45
15	7.82	22	6.17	29	5.36
16	7.49	23	6.02	30	5.28

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Fixed Dollar annuity payments under Plans A, B, C and D will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity contract then offered by Us to Annuitants in the same class were to be purchased with the surrender value of the contract.

Table B - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per $1,000 Applied

		Plan A		Plan B						Plan C		Plan D
Age at Annui-tization	Beginning In Year	Life Income Non-Refund Male	Life Income Non-Refund Female	Five Years Certain Male	Five Years Certain Female	Life Income with Ten Years Certain Male	Life Income with Ten Years Certain Female	Fifteen Years Certain Male	Fifteen Years Certain Female	Life Income Installment Refund Male	Life Income Installment Refund Female	Joint & Survivor Non-Refund Male & Female Same Age
Age 65	2015	4.03	3.59	4.01	3.58	3.93	3.55	3.80	3.49	3.36	3.16	3.13
	2020	3.95	3.53	3.93	3.52	3.86	3.49	3.74	3.43	3.32	3.13	3.08
	2025	3.87	3.47	3.85	3.46	3.80	3.43	3.69	3.38	3.28	3.09	3.04
	2030	3.80	3.41	3.78	3.40	3.73	3.38	3.63	3.33	3.24	3.05	3.00
	2035	3.73	3.35	3.72	3.35	3.67	3.33	3.58	3.28	3.20	3.02	2.96
	2040	3.67	3.30	3.66	3.30	3.61	3.28	3.53	3.24	3.17	2.99	2.93
Age 75	2015	5.99	5.30	5.87	5.24	5.49	5.03	4.92	4.66	4.45	4.19	4.40
	2020	5.84	5.16	5.72	5.11	5.38	4.92	4.86	4.60	4.38	4.13	4.31
	2025	5.69	5.04	5.59	4.99	5.28	4.83	4.80	4.53	4.31	4.07	4.22
	2030	5.55	4.92	5.46	4.88	5.18	4.73	4.74	4.46	4.25	4.01	4.14
	2035	5.43	4.82	5.34	4.78	5.09	4.65	4.68	4.40	4.19	3.96	4.07
	2040	5.30	4.71	5.23	4.68	5.00	4.56	4.62	4.34	4.14	3.91	4.00
Age 85	2015	9.88	9.02	9.10	8.48	7.39	7.14	5.77	5.71	6.30	6.02	7.00
	2020	9.58	8.72	8.88	8.25	7.30	7.04	5.75	5.68	6.19	5.92	6.81
	2025	9.30	8.44	8.67	8.03	7.21	6.93	5.73	5.66	6.10	5.83	6.63
	2030	9.03	8.19	8.47	7.83	7.12	6.83	5.71	5.63	6.02	5.74	6.47
	2035	8.78	7.95	8.28	7.63	7.04	6.73	5.69	5.60	5.94	5.66	6.32
	2040	8.55	7.73	8.10	7.45	6.95	6.63	5.67	5.57	5.86	5.59	6.19
Age 95	2015	17.92	17.02	13.57	13.23	8.60	8.56	5.98	5.97	9.82	9.50	12.54
	2020	17.48	16.52	13.44	13.07	8.59	8.55	5.98	5.97	9.73	9.41	12.26
	2025	17.06	16.06	13.31	12.91	8.59	8.54	5.98	5.97	9.66	9.33	12.01
	2030	16.67	15.64	13.19	12.76	8.58	8.53	5.98	5.97	9.59	9.26	11.78
	2035	16.31	15.25	13.07	12.62	8.57	8.52	5.98	5.97	9.52	9.19	11.56
	2040	15.97	14.89	12.95	12.48	8.56	8.51	5.98	5.97	9.46	9.11	11.36
Age 100	2015	26.42	25.09	15.74	15.53	8.74	8.73	5.98	5.98	13.01	12.56	18.30
	2020	26.25	24.91	15.73	15.51	8.74	8.73	5.98	5.98	12.99	12.54	18.21
	2025	26.09	24.74	15.72	15.50	8.74	8.73	5.98	5.98	12.97	12.52	18.12
	2030	25.94	24.57	15.71	15.48	8.74	8.73	5.98	5.98	12.95	12.50	18.04
	2035	25.79	24.40	15.70	15.47	8.74	8.73	5.98	5.98	12.93	12.48	17.95
	2040	25.64	24.24	15.69	15.46	8.74	8.73	5.98	5.98	12.92	12.46	17.87

Table B above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G at 1.0% annual effective interest rate. Annuity Payment rates for any year, age, or any combination of year, age and gender not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request.

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Fixed Dollar annuity payments will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity contract then offered by Us to Annuitants in the same class were to be purchased with the surrender value of the contract.

Table B - Dollar Amounts of Each Monthly Fixed Dollar Annuity Payment Per $1,000 Applied

		Plan A		Plan B						Plan C		Plan D
Age at Annui-tization	Beginning In Year	Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		Joint & Survivor Non-Refund Male & Female Same Age
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	4.65	4.19	4.63	4.18	4.53	4.13	4.37	4.05	4.12	3.86	3.68
	2015	4.57	4.12	4.54	4.10	4.46	4.06	4.31	3.99	4.07	3.81	3.63
	2020	4.48	4.05	4.46	4.04	4.39	4.00	4.25	3.93	4.01	3.77	3.58
	2025	4.41	3.98	4.39	3.97	4.32	3.94	4.19	3.88	3.96	3.72	3.54
	2030	4.33	3.92	4.31	3.92	4.25	3.89	4.14	3.83	3.92	3.68	3.50
	2035	4.26	3.87	4.25	3.86	4.19	3.84	4.08	3.79	3.87	3.64	3.46
Age 75	2010	6.73	5.98	6.56	5.90	6.10	5.64	5.45	5.21	5.39	5.06	4.99
	2015	6.56	5.84	6.41	5.77	5.99	5.53	5.39	5.14	5.30	4.98	4.89
	2020	6.40	5.70	6.27	5.64	5.89	5.43	5.33	5.07	5.22	4.90	4.80
	2025	6.25	5.57	6.13	5.52	5.78	5.33	5.27	5.01	5.13	4.82	4.71
	2030	6.11	5.45	6.00	5.40	5.69	5.24	5.22	4.94	5.06	4.75	4.63
	2035	5.98	5.34	5.88	5.30	5.59	5.15	5.16	4.88	4.99	4.69	4.56
Age 85	2010	10.82	9.93	9.86	9.26	7.94	7.72	6.23	6.18	7.54	7.20	7.71
	2015	10.49	9.60	9.63	9.02	7.85	7.61	6.22	6.16	7.39	7.05	7.50
	2020	10.18	9.30	9.41	8.78	7.76	7.50	6.20	6.13	7.26	6.92	7.31
	2025	9.89	9.01	9.20	8.56	7.68	7.40	6.18	6.10	7.14	6.80	7.13
	2030	9.62	8.75	9.00	8.35	7.59	7.30	6.16	6.08	7.03	6.68	6.97
	2035	9.36	8.51	8.81	8.16	7.50	7.20	6.14	6.05	6.93	6.58	6.82
Age 95	2010	19.03	18.18	14.17	13.86	9.04	9.00	6.41	6.41	11.46	11.10	13.36
	2015	18.54	17.63	14.04	13.70	9.03	8.99	6.41	6.41	11.34	10.97	13.06
	2020	18.09	17.13	13.91	13.54	9.02	8.98	6.41	6.41	11.23	10.85	12.78
	2025	17.67	16.67	13.78	13.38	9.02	8.97	6.41	6.41	11.12	10.74	12.52
	2030	17.28	16.24	13.66	13.23	9.01	8.96	6.41	6.41	11.03	10.64	12.28
	2035	16.90	15.84	13.54	13.09	9.00	8.95	6.41	6.41	10.94	10.55	12.06
Age 100	2010	27.22	25.92	16.18	15.97	9.17	9.16	6.42	6.42	14.96	14.46	18.93
	2015	27.05	25.73	16.17	15.96	9.17	9.16	6.42	6.42	14.94	14.43	18.83
	2020	26.88	25.54	16.16	15.95	9.17	9.16	6.42	6.42	14.91	14.41	18.74
	2025	26.72	25.36	16.15	15.93	9.17	9.16	6.42	6.42	14.89	14.38	18.65
	2030	26.56	25.19	16.14	15.92	9.17	9.16	6.42	6.42	14.86	14.36	18.56
	2035	26.41	25.02	16.13	15.91	9.17	9.16	6.42	6.42	14.84	14.33	18.47

Table B above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G at 2.0% annual effective interest rate. Annuity Payment rates for any plan and 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. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 2.0% annual effective interest rate.

Plan E - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per $1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	9.18	17	5.77	24	4.36
11	8.42	18	5.50	25	4.22
12	7.80	19	5.26	26	4.10
13	7.26	20	5.04	27	3.98
14	6.81	21	4.85	28	3.87
15	6.42	22	4.67	29	3.77
16	6.07	23	4.51	30	3.68

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Deferred Annuity Contract

RiverSource Life Insurance Company
Offices:
70100 Ameriprise Financial Center
Minneapolis MN 55474

RiverSource Annuities

- **Flexible Purchase Payments – Subject to Limitations**
- **Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments**
- **Annuity Payments to Begin on the Annuitization Start Date Date**
- **This Contract is Nonparticipating – Dividends Are Not Payable**
- **Surrender Charges May Be Waived under Specified Conditions**

recycled paper with a minimum of 10% post-consumer waste

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Deferred Annuity Contract

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

- **Flexible Purchase Payments with Purchase Payment Credits Provision – Subject to Limitations**
- **Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments**
- **Annuity Payments to Begin on the Annuitization Start Date**
- **This Contract is Nonparticipating – Dividends Are Not Payable**
- **Surrender Charges May Be Waived under Specified Conditions**

recycled paper with a minimum of 10% post-consumer waste

CONTRACT DATA

Deferred Annuity Contract: ***RiverSource®* Retirement Advisor 5 Select**

Contract Number:	9920-SAMPLE	Contract Date:	November 1, 2009
Annuitant:	John Doe	Annuitization Start Date:	November 1, 2069
Contract Owner:	John Doe	Age at Issue:	35

Application Signed State/Contract Delivery State: state

State Insurance Department: 1-800-ZZZ-ZZZZ

Initial Purchase Payment:	$25,000	Contract Type:	Non-Qualified

Scheduled Purchase Payment:
Annual Amount: NA

Maximum Purchase Payments Permitted:

1st Contract Year and Total:

- Under age 86: $1,000,000
- Age 86 or older and under age 91: $100,000
- Age 91 or older: $0

Each Contract Year thereafter:

- Under age 86: $100,000
- Age 86 or older and under age 91: $50,000
- Age 91 or older: $0

Minimum Additional Purchase Payment: $100

Minimum Purchase Payment or Transfer Amount
to any Guarantee Period Account: $1,000

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

Allocation	Payment Allocation Percentage
RiverSource Life Regular Fixed Account	
Special DCA 12 Mo Fixed Account - V	
Special DCA 6 Mo Fixed Account - V	
1 Year Guarantee Period Account	
2 Year Guarantee Period Account	
3 Year Guarantee Period Account	
4 Year Guarantee Period Account	
5 Year Guarantee Period Account	
6 Year Guarantee Period Account	
7 Year Guarantee Period Account	
8 Year Guarantee Period Account	
9 Year Guarantee Period Account	
10 Year Guarantee Period Account	
AIM V.I. Capital Appreciation Fund Ser 2	
Aim V.I. Capital Development Fund Ser 2	
Aim V.I. Global Hlth Care Fund Ser 2	
Aim V.I. International Growth Fund Ser 2	
AllianceBernstein VPS Glbl Them Gr Cl B	

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CONTRACT DATA

Deferred Annuity Contract: ***RiverSource® RAVA 5 Select® Variable Annuity***

Contract Number:	9925-0012345	Contract Date:	April 29, 2013
Annuitant:	Joe Client	Annuitization Start Date:	May 1, 2073
Contract Owner:	Joe Client	Age at Issue:	35

Application Signed State/Contract Delivery State: SD

State Insurance Department: 1-605-773-3563

Initial Purchase Payment:	$100,000.00	Contract Type:	NonQualified

Scheduled Purchase Payment:
Annual Amount: NA

Maximum Purchase Payments Permitted:

1st Contract Year and Total:
- Under age 86: $1,000,000
- Age 86 or older and under age 91: $100,000
- Age 91 or older: $0

2nd Contract Year through 5th Contract Year:
- Under age 86: $100,000
- Age 86 or older and under age 91: $50,000
- Age 91 or older: $0

Each Contract Year thereafter:
- Under age 86: $0*
- Age 86 or older and under age 91: $0*
- Age 91 or older: $0

*In addition, if this is a tax qualified contract, We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code that was in effect on the Contract Date.

Minimum Additional Purchase Payment: $50

Minimum Purchase Payment or Transfer Amount
to any Guarantee Period Account: $1,000

Purchase Payment Credits: Not available with this contract

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

Allocation	Payment Allocation Percentage
VP - MODERATE PORTFOLIO CLASS 2	100.00%
RiverSource Life Regular Fixed Account	
Special DCA 12 Mo Fixed Account - V	
Special DCA 6 Mo Fixed Account - V	
1 Year Guarantee Period Account	
2 Year Guarantee Period Account	
3 Year Guarantee Period Account	
4 Year Guarantee Period Account	
5 Year Guarantee Period Account	
6 Year Guarantee Period Account	
7 Year Guarantee Period Account	

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE Contract Date: November 1, 2009

Alliancebernstein VPS Gr & Inc Port Cl B
Alliancebernstein VPS Intl Val Port Cl B
American Century VP Mid Cap Value Cl II
American Century VP Ultra Class II
American Century VP Value Class II
Columbia High Yield Fund Var Ser Cl B
Columbia Marsico Grwth Fund Var Ser Cl A
Columbia Marsico Intl Oppt Var Ser Cl B
Columbia Small Cap Value Fund VS Cl B
Credit Suisse Trust Comm Rt Strategy
Dreyfus Var Inv Fd Intl Eq Port Serv Shs
Dreyfus Var Invest Fd Intl Val Serv Shs
Eaton Vance VT Floating Rate Income Fund
Fidelity VIP Contrafund Port Serv Cl 2
Fidelity VIP Invest Grd Bd Port Sev Cl 2
Fidelity VIP Mid Cap Port Service Cl 2
Fidelity VIP Overseas Port Service Cl 2
FTVIPT Franklin Income Secs Fund Class 2
FTVIPT Templeton Glbl Bd Sec Fund Cls 2
FTVIPT Templeton Growth Sec Fund Class 2
GS VIT Mid Cap Value Fund Instl Shares
GS VIT Structured U.S. Eq Fund Instl Shs
Janus Aspen Srs Janus Port Svc Shs
Legg Mason Ptnrs VA Sm Cap Gr Port Cl I
MFS Total Return Series Service Class
MFS Utilities Series Service Class
Oppenheimer Cap App Fund/VA Srv Shs
Oppenheimer Glbl Sec Fund/VA Srv Shs
Oppenheimer Main Street Sm Cap Fund/VA
Oppenheimer Strat Bond Fund/VA Srv Shs
PIMCO VIT All Asset Port Advisor Shs Cl
RiverSource Ptnrs VP Fundamental Value
RiverSource Ptnrs VP Select Value
RiverSource Ptnrs VP Small Cap Value
RiverSource VP Cash Management
RiverSource VP Diversified Bond
RiverSource VP Diversified Equity Income
RiverSource VP Glbl Inflation Protected
Seligman VP Growth Fund
RiverSource VP High Yield Bond
RiverSource VP Income Opportunities
RiverSource VP Dynamic Equity
RiverSource VP Mid Cap Value
RiverSource VP S&P 500 Index
RiverSource VP Short Duration US Govt
Threadneedle VP Emerging Markets
Threadneedle VP Intl Opportunity
Van Kampen LIT Comstock Port Class 2 Shs
Van Kampen UIF Global Real Estate Cl II
Van Kampen UIF Mid Cap Gr Port Cl II Shs
Wanger International
Wanger USA

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Contract Number: 9925-0012345 Contract Date: April 29, 2013

Allocation	Payment Allocation Percentage
8 Year Guarantee Period Account	
9 Year Guarantee Period Account	
10 Year Guarantee Period Account	
AllianceBernstein VPS Lg Cap Gr Por Cl B	
American Century VP Value Class II	
BlackRock Glbl Alloc V.I. Fd Cl III Shs	
Columbia VP Balanced Fund Cl 3	
Columbia VP Cash Management Fund Cl 2	
Columbia VP Div Equity Income Fd Cl 2	
Columbia VP Dividend Opportunity Fd Cl 2	
Columbia VP Emerging Markets Fund Cl 2	
Columbia VP Global Bond Fund Cl 2	
Columbia VP High Income Fund Cl 2	
Columbia VP High Yield Bond Fund Cl 2	
Columbia VP Income Opportunities Fd Cl 2	
Columbia VP Intl Opportunity Fund Cl 2	
Columbia VP Large Cap Growth Fund Cl 2	
Columbia VP Lg Core Quantitative Fd Cl 2	
Columbia VP Limited Dur Credit Fd Cl 2	
Columbia VP Marsico Intl Opp Fund Cl 2	
Columbia VP Mid Cap Grwth Opport Fd Cl 2	
Columbia VP Mid Cap Val Opport Fd Cl 2	
Columbia VP S&P 500 Index Fund Cl 3	
Columbia VP Select Lg Cap Value Fd Cl 2	
Columbia VP Select Sm Cap Value Fd Cl 2	
Columbia VP Short Dur US Govt Fund Cl 2	
Columbia VP Strategic Income Fund Cl 2	
DWS Alternative Asset Alloc VIP Class B	
FTVIPT Franklin Sm Cap Val Sec Fd Cl 2	
FTVIPT Mutual Shares Sec Fd Cl 2	
Fidelity VIP Contrafund Port Serv Cl 2	
Fidelity VIP Mid Cap Port Service Cl 2	
Janus Aspen Srs Janus Port Svc Shs	
Janus Aspen Ser Mod Alloc Port Svc Shs	
MFS Utilities Series Service Class	
Morgan Stanley UIF Mid Cap Gr Port Cl II	
Neuberger Berman Adv Mgt Tr Soc Res Cl S	
Oppenheimer Glbl Sec Fund/VA Srv Shs	
Oppenheimer MainSt Sm&Md Cap Fd/VA SvcSh	
PIMCO VIT All Asset Port Advisor Shs Cl	
PIMCO VIT Glbl MultiAsset Port Adv Sh Cl	
VP - Aggressive Portfolio Class 2	
VP - Conservative Portfolio Class 2	
VP - Moderate Portfolio Class 2	
VP - Moderately Aggressive Port Cl 2	
VP - Moderately Conservative Port Cl 2	
VP American Century Div Bond Fd Cl 2	
VP American Century Growth Fd Cl 2	
VP BlackRock Glbl Infl-Prot Sec Fd Cl 2	

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE Contract Date: November 1, 2009

Asset Allocation Program Investment Selection: VP Moderate Portfolio.

Fixed Account Minimum Interest Rate: 1.5%

Any purchase payments and purchase payment credits allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of 3.5%. New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 6-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 12-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time.

MVA Risk Factor: 0.001

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10%

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

Hospitalization/Nursing Home Waiver Benefit Age: 75

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

TI Waiver Benefit Age: 75

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

ROPP Benefit Age: 75

See Payments to Beneficiaries provision.

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value is surrendered during the surrender charge period which is the first four contract years.

Contract Year	Surrender Charge Percentage Applied to Purchase Payments
1	7.0%
2	6.0%
3	5.0%
4	4.0%
Thereafter	0.0%

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

Annual Mortality and Expense Risk Fee:

Base Fee	+	Optional Death Benefit Rider Fee	= Total M&E Fee
1.20%	+	0.00%	= 1.20% of the daily net asset value

Annual Variable Account Administrative Charge: 0% of the daily net asset value

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Contract Number: 9925-0012345 Contract Date: April 29, 2013

Allocation	Payment Allocation Percentage
VP Columbia Wanger Intl Equities Fd Cl 2	
VP Columbia Wanger U.S. Equities Fd Cl 2	
VP DFA Intl Value Fund Cl 2	
VP Eaton Vance Floating-Rate Inc Fd Cl 2	
VP Invesco Intl Growth Fund Cl 2	
VP J.P. Morgan Core Bond Fd Cl 2	
VP Jennison Mid Cap Growth Fd Cl 2	
VP Marsico Growth Fund Cl 2	
VP MFS Value Fund Class 2	
VP Morgan Stanley Glbl Real Est Fd Cl 2	
VP NFJ Dividend Value Fd Cl 2	
VP Nuveen Winslow Lg Cap Growth Fd Cl 2	
VP Partners Small Cap Growth Fd Cl 2	
VP Partners Small Cap Value Fd Cl 2	
VP PIMCO Mort-Backed Sec Fd Cl 2	
VP Pyramis Intl Equity Fund Cl 2	
VP Sit Dividend Growth Fund Class 2	
VP Victory Established Value Fund Cl 2	
VP Wells Fargo Short Dur Govt Fd Cl 2	
WF Advantage VT Core Equity Fd Cl 2	
WF Advantage VT Opportunity Fd Cl 2	
WF Advantage VT Small Cap Growth Fd Cl 2	

Fixed Account Minimum Interest Rate: 1.00%

Any purchase payments allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of 1.00%. New rates may be declared from time to time.

Any purchase payments allocated to the 6-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 1.00%. New rates may be declared from time to time.

Any purchase payments allocated to the 12-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 1.00%. New rates may be declared from time to time.

MVA Risk Factor: 0.001

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10%

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

Hospitalization/Nursing Home Waiver Benefit Age: 75

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

TI Waiver Benefit Age: 100

See Waiver of Surrender Charges upon Terminal Illness Diagnosis provision.

ROPP Benefit Age: 79

See Payments to Beneficiaries provision.

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Contract Administrative Charge:

Initial Annual Charge $30

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed $50.

Initial Annual Charge if contract value equals or exceeds $50,000 $0

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

Regular Fixed Account Purchase Payment and Transfer Limits:

1. Payments to the Regular Fixed Account are limited to 100% of each payment. (There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than 100% of the total Contract Value. (There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
    a. $10,000; or
    b. 30% of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

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Contract Number: 9925-0012345 Contract Date: April 29, 2013

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value is surrendered during the surrender charge period which is the first four contract years.

Contract Year	Surrender Charge Percentage Applied to Purchase Payments
1	7.0%
2	6.0%
3	5.0%
4	4.0%
Thereafter	0.0%

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

Annual Mortality and Expense Risk Fee:

Through the 10th Contract Anniversary[1][2]

Base Fee	+	Optional Death Benefit Rider Fee	= Total M&E Fee
1.35%	+	0.00%	= 1.35% of the daily net asset value

After the 10th Contract Anniversary[1][2]

Base Fee	+	Optional Death Benefit Rider Fee	= Total M&E Fee
0.95%	+	0.00%	= 0.95% of the daily net asset value

[1]If the Annuitization Start Date is prior to or on the 10th Contract Anniversary, the Base Fee will not decrease after the 10th Contract Anniversary.

[2]To determine which Base Fee applies, use the Contract Anniversary on the original Contract Date: 05/01/2010.

Annual Variable Account Administrative Charge: 0% of the daily net asset value

Contract Administrative Charge:

Initial Annual Charge $30

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed $50.

Initial Annual Charge if contract value equals or exceeds $50,000 $0

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

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Regular Fixed Account Purchase Payment and Transfer Limits:

1. Payments to the Regular Fixed Account are limited to 100% of each payment. (There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than 100% of the total Contract Value. (There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
    a. $10,000; or
    b. 30% of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

Form: 411381-AR, 411381-DPRS5

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

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

Jeffrey R. Pederson

RiverSource Life Insurance Company
Jeffrey R. Pederson, Assistant Secretary

Date: December 27, 2012

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

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

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

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

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity, or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory sate pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group or contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an allocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of $300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall $300,000 limit, the Association will not pay more than $300,000 in health insurance benefits, $300,000 in present value of annuity benefits, or $300,000 in life insurance death benefits or net cash surrender values – again, no matter how many polices and contracts there were with the same company, and no matter how many different types of coverages. There is a $1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

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

John Doe
Policy number

Questions Regarding Your Policy?

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

RiverSource Life Insurance Company
Policyowner Service Department
70100 Ameriprise Financial Center
Minneapolis, MN 55474

Tele: 1-800-862-7919 **(Hours are 7 am - 8 pm Central Standard time)**

Representative Name: I. Am Agent

Representative Address: 1234 State St.
Anytown, USA

If we at RiverSource Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904

Tele: 1-800-852-5494

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 Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/20/2012		Supporting Document	Redlines	12/20/2012	