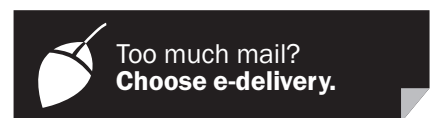


May 1, 2024

RiverSource[®] Retirement Advisor
Advantage Plus Variable Annuity
RiverSource[®] Retirement Advisor Select
Plus Variable Annuity

This wrapper contains a combined prospectus for:

- *RiverSource*[®] Retirement Advisor Advantage Plus Variable Annuity
- *RiverSource*[®] Retirement Advisor Select Plus Variable Annuity



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which documents you can receive online.

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*Gumer C. Alvero
President –Insurance
and Annuities
RiverSource Life
Insurance Company*

From the President

Thank you for choosing a RiverSource[®] variable annuity to help you achieve a more confident retirement.

When you choose RiverSource Life, you want to be certain we'll be here for you today — and tomorrow. RiverSource Life was founded in 1957, and as a subsidiary of Ameriprise Financial, Inc., we trace our roots to 1894. For decades, we've been honoring our commitments to help clients grow their assets, manage their income and protect what matters most.

Your variable annuity can be a powerful tool to help realize your goals through all the phases of your life, including growing money for your retirement, creating income in retirement and protecting your money for those you leave behind.

Consult with your financial advisor periodically to help ensure your contract continues to provide the benefits you need as your life changes.

At RiverSource Life Insurance Company, we also want to communicate with you in the most efficient and convenient way possible. That's why we're pleased to offer e-delivery for many of your financial documents, including this prospectus. If you haven't yet registered for e-delivery, please consider switching in order to take advantage of these benefits:

- Protect your financial documents from fraud, fire and other unexpected events
- Securely store, organize and access your documents
- Reduce the paper mail you receive from us

To register for e-delivery of this prospectus and other financial documents, go to ameriprise.com/e-delivery to get started.

Thank you for your business. We at RiverSource Life look forward to continuing to help meet your financial needs.

Sincerely,

Gumer C. Alvero
President –Insurance and Annuities
RiverSource Life Insurance Company

The guarantees offered by RiverSource annuities are backed by the strength and soundness of RiverSource Life Insurance Company and are subject to its claims-paying ability. These guarantees do not apply to the investments in the annuity, which will vary with market conditions.

Variable annuities are insurance products that are complex, long-term investment vehicles that are subject to market risk, including the potential loss of principal invested.

RiverSource Distributors, Inc. (Distributor), Member FINRA. Issued by RiverSource Life Insurance Company, Minneapolis, Minnesota. Affiliated with Ameriprise Financial Services, LLC.

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Prospectus

May 1, 2024

RiverSource®

Retirement Advisor Advantage Plus Variable Annuity

Retirement Advisor Select Plus Variable Annuity

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED COMBINATION FIXED/VARIABLE ANNUITIES

Issued by: RiverSource Life Insurance Company (RiverSource Life)

70100 Ameriprise Financial Center

Minneapolis, MN 55474

Telephone: 1-800-862-7919

(Service Center)

ameriprise.com/variableannuities

RiverSource Variable Account 10

This prospectus contains information that you should know before investing in the RiverSource Retirement Advisor Advantage Plus (RAVA Advantage Plus) and RiverSource Retirement Advisor Select Plus (RAVA Select Plus) Variable Annuities (Contract), individual flexible premium deferred combination fixed/variable annuity contracts issued by RiverSource Life Insurance Company (“RVS Life”, “we”, “us” and “our”). The RAVA Advantage Plus Contract offers seven-year and ten-year surrender charge schedules. The information in this prospectus applies to all contracts unless stated otherwise. All material terms and conditions of the contracts, including material state variations and distribution channels, are described in this prospectus.

The contracts are no longer available for new purchases. These contracts are no longer being sold and this prospectus is designed for current contract owners. In addition to the possible state variations, you should note that your contract features and charges may vary depending on the date on which you purchased your contract. For more information about the particular features, charges and options applicable to you, please contact your financial professional or refer to your contract for contract variation information.

This contract provides for purchase payment credits to eligible contract owners, which we may reverse upon payment of a lump sum death benefit when the date of death is within 12 months of when the purchase payment credit was applied or upon a surrender payment subject to a surrender charge waiver due to Hospital or Nursing Home Confinement within 12 months of when the purchase payment credit was applied or your settlement of the contract under an annuity payout plan. (See “Buying Your Contract — Purchase Payment Credits”). Expense charges for contracts with purchase payment credits may be higher than expenses for contracts without such credits. The amount of the credit may be more than offset by any additional fees and charges associated with the credit.

Additional information about certain investment products, including variable annuities, has been prepared by the Securities and Exchange Commission’s staff and is available at Investor.gov.

The Securities and Exchange Commission has not approved or disapproved these securities or determined if this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

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Key Terms

These terms can help you understand details about your Contract.

Accumulation unit: A measure of the value of each subaccount before annuity payouts begin.

Annuitant: The person or persons on whose life or life expectancy the annuity payouts are based.

Annuity payouts: An amount paid at regular intervals under one of several plans.

Assumed investment rate: The rate of return we assume your investments will earn when we calculate your initial annuity payout amount using the annuity table in your Contract. The standard assumed investment rate we use is 5% but you may request we substitute an assumed investment rate of 3.5%.

Band 3 annuities: RAVA Advantage Plus and RAVA Select Plus contracts that are available for:

- current or retired employees of Ameriprise Financial, Inc. or its subsidiaries and their spouses (employees),
- current or retired Ameriprise financial advisors and their spouses (advisors), or
- individuals investing an initial purchase payment of \$1 million or more, with our approval (other individuals).

Beneficiary: The person you designate to receive benefits in case of your death while the Contract is in force.

Close of business: The time the New York Stock Exchange (NYSE) closes (4 p.m. Eastern time unless the NYSE closes earlier).

Code: The Internal Revenue Code of 1986, as amended.

Contract: A deferred annuity contract that permits you to accumulate money for retirement by making one or more purchase payments. It provides for lifetime or other forms of payouts beginning at a specified time in the future.

Contract value: The total value of your Contract before we deduct any applicable charges.

Contract year: A period of 12 months, starting on the effective date of your Contract and on each anniversary of the effective date.

Fixed account: Part of our general account to which you may allocate purchase payments. Amounts you allocate to this account earn interest at rates that we declare periodically.

Funds: A portfolio of an open-end management investment company that is registered with the Securities and Exchange Commission (the “SEC”) in which the Subaccounts invest. May also be referred to as an underlying Fund.

Good order: We cannot process your transaction request relating to the Contract until we have received the request in good order at our Service Center. “Good

order” means the actual receipt of the requested transaction in writing, along with all information, forms and supporting legal documentation necessary to effect the transaction. To be in “good order”, your instructions must be sufficiently clear so that we do not need to exercise any discretion to follow such instructions. This information and documentation generally includes your completed request; the Contract number; the transaction amount (in dollars); the names of and allocations to and/or from the subaccounts and the fixed account affected by the requested transaction; Social Security Number or Taxpayer Identification Number; and any other information, forms or supporting documentation that we may require. For certain transactions, at our option, we may require the signature of all Contract owners for the request to be in good order. With respect to purchase requests, “good order” also generally includes receipt of sufficient payment by us to effect the purchase. We may, in our sole discretion, determine whether any particular transaction request is in good order, and we reserve the right to change or waive any good order requirements at any time.

Guarantee Period: The number of successive 12-month periods that a guaranteed interest rate is credited.

Guarantee Period Accounts (GPAs): A nonunitized separate account to which you may allocate purchase payments and purchase payment credits or transfer contract value of at least \$1,000. These accounts have guaranteed interest rates for guarantee periods we declare when you allocate purchase payments and purchase payment credits or transfer contract value to a GPA. These guaranteed rates and periods of time may vary by state. Unless an exception applies, transfers or surrenders from a GPA done more than 30 days before the end of the guarantee period will receive a Market Value Adjustment, which may result in a gain or loss of principal.

Market Value Adjustment (MVA): A positive or negative adjustment assessed if any portion of a Guarantee Period Account is surrendered or transferred more than 30 days before the end of its guarantee period.

Owner (you, your): A natural person or persons identified in the contract as owner(s) of the contract, (including a revocable trust) who has or have the right to control the contract (to decide on investment allocations, transfers, payout options, etc.). Usually, but not always, the owner is also the annuitant. During the owner’s life, the owner is responsible for taxes, regardless of whether he or she receives the contract’s benefits. The owner or any joint owner may be a nonnatural person (e.g. irrevocable trust or corporation) or a revocable trust. If any owner is a nonnatural person or a revocable trust, the annuitant will be deemed to be the owner for contract provisions that are based on the age or life of the owner. When the contract is owned by a revocable trust, the annuitant selected should be the grantor of the trust to assure compliance with Section 72(s) of the Code.

Purchase payment credits: An addition we make to your contract value. We base the amount of the credit on the surrender charge schedule you elect and/or total purchase payments.

Qualified annuity: A contract that you purchase to fund one of the following tax-deferred retirement plans that is subject to applicable federal law and any rules of the plan itself:

- Individual Retirement Annuities (IRAs) including inherited IRAs under Section 408(b) of the Code
- Roth IRAs including inherited Roth IRAs under Section 408A of the Code
- SIMPLE IRAs under Section 408(p) of the Code
- Simplified Employee Pension IRA (SEP) plans under Section 408(k) of the Code
- Plans under Section 401(k) of the Code
- Custodial and investment only accounts maintained for qualified retirement plans under Section 401(a) of the Code
- Tax-Sheltered Annuities (TSAs) under Section 403(b) of the Code

A qualified annuity will not provide any necessary or additional tax deferral because it is used to fund a retirement plan that is already tax-deferred.

All other contracts are considered nonqualified annuities.

Rider: You receive a rider to your contract when you purchase the EEB, EEP, MAV, 5-Year MAV, ROPP, Accumulation Benefit and/or Withdrawal Benefit rider. The rider adds the terms of the optional benefit to your contract.

Rider effective date: The date a rider becomes effective as stated in the rider.

Separate Account: An insulated segregated account, the assets of which are invested solely in the underlying Funds. We call this the Variable Account.

Service Center: Our department that processes all transaction and service requests for the Contracts. We consider all transaction and service requests received when they arrive in good order at the Service Center. Any transaction or service requests sent or directed to any location other than our Service Center may end up delayed or not processed. Our Service Center address and telephone number are listed on the first page of the prospectus.

Settlement date: The date when annuity payouts are scheduled to begin.

Special Dollar-Cost Averaging (Special DCA) account: An account to which you may allocate new purchase payments of at least \$10,000. Amounts you allocate to this account earn interest at rates that we declare periodically and will transfer into your specified subaccount allocations in six monthly transfers. The Special DCA account may not be available at all times.

Subaccount: A division of the Variable Account, each of which invests in one Fund.

Surrender value: The amount you are entitled to receive if you make a full surrender from your Contract. It is the Contract value minus any applicable charges.

Valuation date: Any normal business day, Monday through Friday, on which the NYSE is open, up to the time it closes. At the NYSE close, the next valuation date begins. We calculate the accumulation unit value of each subaccount on each valuation date. If we receive your purchase payment or any transaction request (such as a transfer or surrender request) in good order at our Service Center before the close of business, we will process your payment or transaction using the accumulation unit value we calculate on the valuation date we received your payment or transaction request. On the other hand, if we receive your purchase payment or transaction request in good order at our Service Center at or after the close of business, we will process your payment or transaction using the accumulation unit value we calculate on the next valuation date. If you make a transaction request by telephone (including by fax), you must have completed your transaction by the close of business in order for us to process it using the accumulation unit value we calculate on that valuation date. If you were not able to complete your transaction before the close of business for any reason, including telephone service interruptions or delays due to high call volume, we will process your transaction using the accumulation unit value we calculate on the next valuation date.

Variable account: RiverSource Variable Account 10, a Separate account established to hold Contract owners' assets allocated to the Subaccounts, each of which invests in a particular Fund.

Important Information You Should Consider About the Contract

FEES AND EXPENSES		Location in Statutory Prospectus
Charges for Early Withdrawals	<p>Each Contract provides for different surrender charge periods and percentages. In addition to the surrender charge, we may reverse a purchase payment credit upon certain withdrawals within 12 months of when the purchase payment credit was applied.</p> <p>RAVA Advantage Plus. You may select either a seven-year or ten-year surrender charge schedule at the time of application. If you select a seven-year surrender charge schedule and you withdraw money during the first 7 years from date of each purchase payment, you may be assessed a surrender charge of up to 7% of the purchase payment withdrawn. If you elect a ten-year surrender charge schedule and you withdraw money during the first 10 years from date of each purchase payment, you may be assessed a surrender charge of up to 8% of the purchase payment withdrawn. For example, if you select a seven-year surrender charge schedule and make an early withdrawal, you could pay a surrender charge of up to \$7,000 on a \$100,000 investment. If you select a ten-year surrender charge schedule and make an early withdrawal, you could pay a surrender charge of up to \$8,000 on a \$100,000 investment.</p> <p>RAVA Select Plus. If you withdraw money during the first 3 years from the contract date, you may be assessed a surrender charge of up to 7% of the purchase payment withdrawn. For RAVA Select Plus contracts in Texas, if you withdraw money during the first 3 years from the contract date, you may be assessed a surrender charge of up to 8% of the purchase payment withdrawn.</p> <p>For example, if you make a withdrawal in the first year, you could pay a withdrawal charge of up to \$7,000 on a \$100,000 investment (\$8,000 on a \$100,000 investment for RAVA Select Plus contracts in Texas).</p>	Fee Table and Examples Charges—Surrender Charge
Transaction Charges	We do not assess any transaction charges.	

FEES AND EXPENSES			Location in Statutory Prospectus	
Ongoing Fees and Expenses (annual charges)	The table below describes the current fees and expenses that you may pay each year, depending on the options you choose. Please refer to your Contract specifications page for information about the specific fees you will pay each year based on the options you have elected.		Fee Table and Examples Expenses – Product Charges Appendix A: Funds Available Under the Contract	
	Annual Fee	Minimum		Maximum
	Base Contract ⁽¹⁾ (varies by Contract and tax qualification)	0.58%		1.23%
	Fund options (Funds fees and expenses) ⁽²⁾	0.38%		2.38%
	Optional benefits available for an additional charge (for a single optional benefit, if elected) ⁽³⁾	0.10%		2.50%
	<p>(1) As a percentage of average daily contract value in the variable account. Includes the Mortality and Expense Fee and contract administrative charge.</p> <p>(2) As a percentage of Fund net assets.</p> <p>(3) As a percentage of Contract Value. The Minimum is a percentage of average daily contract value in the Variable Account. The Maximum is a percentage of the greater of Contract Value or applicable guaranteed benefit amount (varies by optional benefit).</p> <p>Because your Contract is customizable, the choices you make affect how much you will pay. To help you understand the cost of owning your Contract, the following table shows the lowest and highest cost you could pay each year, based on current charges. This estimate assumes that you do not take withdrawals from the Contract, which could add surrender charges that substantially increase costs.</p>			
	Lowest Annual Cost: \$1,440	Highest Annual Cost: \$4,161		
	Assumes: <ul style="list-style-type: none"> • Investment of \$100,000 • 5% annual appreciation • Least expensive combination of Contract features and Fund fees and expenses • No optional benefits • No sales charge • No additional purchase payments, transfers or withdrawals • No purchase payment credits 	Assumes: <ul style="list-style-type: none"> • Investment of \$100,000 • 5% annual appreciation • Most expensive combination of Contract features, optional benefits and Fund fees and expenses • No sales charge • No additional purchase payments, transfers or withdrawals • No purchase payment credits 		
	RISKS			
	Risk of Loss	You can lose money by investing in this Contract including loss of principal.		Principal Risks
Not a Short-Term Investment	<ul style="list-style-type: none"> • The Contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash. • Contracts have surrender charges, which may reduce the value of your Contract if you withdraw money during the surrender charge period. Surrenders may also reduce or terminate contract guarantees. • The benefits of tax deferral, long-term income, and optional living benefit guarantees mean the contract is generally more beneficial to investors with a long term investment horizon. 		Principal Risks Charges– Surrender Charge	

RISKS		Location in Statutory Prospectus
Risks Associated with Investment Options	<ul style="list-style-type: none"> • An investment in the Contract is subject to the risk of poor investment performance and can vary depending on the performance of the investment options available under the Contract. • Each investment option (including under any Fixed Account investment options) has its own unique risks. • You should review the investment options before making any investment decisions. 	Principal Risks The Variable Account and the Funds The Guarantee Period Accounts (GPAs) The Fixed Account
Insurance Company Risks	An investment in the Contract is subject to the risks related to us. Any obligations (including under the Fixed Account) or guarantees and benefits of the Contract that exceed the assets of the Separate Account are subject to our claims-paying ability. If we experience financial distress, we may not be able to meet our obligations to you. More information about RiverSource Life, including our financial strength ratings, is available by contacting us at 1-800-862-7919.	Principal Risks The General Account
RESTRICTIONS		
Investments	<ul style="list-style-type: none"> • Subject to certain restrictions, you may transfer your Contract value among the subaccounts without charge at any time before the settlement date, and once per contract year after the settlement date. • Certain transfers out of the GPAs will be subject to an MVA. • GPAs and the regular Fixed Account are subject to certain restrictions. • We reserve the right to modify, restrict or suspend your transfer privileges if we determine that your transfer activity constitutes market timing. • We reserve the right to add, remove or substitute Funds as investment options. We also reserve the right, upon notification to you, to close or restrict any Funds. 	Making the Most of Your Contract – Transferring Among Accounts Substitution of Investments
Optional Benefits	<ul style="list-style-type: none"> • Certain optional benefits limit or restrict the investment options you may select under the Contract. If you later decide you do not want to invest in those approved investment options, you must request a full surrender. • Certain optional benefits may limit subsequent purchase payments. • Withdrawals in excess of the amount allowed under certain optional benefits may substantially reduce the benefit or even terminate the benefit. 	Buying Your Contract —Purchase Payments Appendix A: Funds Available Under the Optional Benefits Offered Under the Contract
TAXES		
Tax Implications	<ul style="list-style-type: none"> • Consult with a tax advisor to determine the tax implications of an investment in and payments and withdrawals received under this Contract. • If you purchase the Contract through a tax-qualified plan or individual retirement account, you do not get any additional tax benefit. • Earnings under your contract are taxed at ordinary income tax rates generally when withdrawn. You may have to pay a tax penalty if you take a withdrawal before age 59½. 	Taxes

CONFLICTS OF INTEREST		Location in Statutory Prospectus
Investment Professional Compensation	Your investment professional may receive compensation for selling this Contract to you, in the form of commissions, additional cash benefits (e.g., bonuses), and non-cash compensation. This financial incentive may influence your investment professional to recommend this Contract over another investment for which the investment professional is not compensated or compensated less.	About the Service Providers
Exchanges	If you already own an annuity or insurance Contract, some investment professionals may have a financial incentive to offer you a new Contract in place of the one you own. You should only exchange a Contract you already own if you determine, after comparing the features, fees, and risks of both Contracts, that it is better for you to purchase the new Contract rather than continue to own your existing Contract.	Buying Your Contract – Contract Exchanges

Overview of the Contract

Purpose: The purpose of the contracts is to allow you to accumulate money for retirement or a similar long-term goal. You do this by making one or more purchase payments.

We no longer offer new contracts. However, you may have the option of making additional purchase payments in the future, subject to certain limitations.

The contracts offer various optional features and benefits that may help you achieve financial goals.

It may be appropriate for you if you have a long-term investment horizon and your financial goals are consistent with the terms and conditions of the contract.

It is not intended for investors whose liquidity needs require frequent withdrawals in excess of free amount. If you plan to manage your investment in the contract by frequent or short-term trading, the contract is not suitable for you.

Phases of the Contract:

The contracts have two phases: the Accumulation Phase and the Income Phase.

Accumulation Phase. During the Accumulation Phase, you make purchase payments by investing in: available subaccounts, each of which has a particular investment objective, investment strategies, fees and expenses; the Fixed Account, the Special DCA Fixed Account and GPAs which earn interest at rates that we adjust periodically and declare when you make an allocation to that account. These accounts, in turn, may earn returns that increase the value of the contract. If the contract value goes to zero due to underlying fund's performance or deduction of fees, the contract will no longer be in force and the contract (including any death benefit riders) will terminate. You may be able to purchase an optional benefit to reduce the investment risk you assume under your contract.

A list of funds and additional information regarding each fund in which you can invest is provided in Appendix A – Funds Available Under the Contract. If you have a Guaranteed Withdrawal Benefit rider, you can withdraw a guaranteed amount from the contract during the Accumulation phase. The amount of money you accumulate under your contract depends (in part) on the performance of the subaccounts you choose or the rates you earn on allocations to the Fixed Account, Special DCA Fixed Account and GPAs. The GPAs have guaranteed interest rates for guarantee periods we declare when you allocate purchase payments or transfer contract value to them. A positive or negative MVA is assessed if any portion of a Guarantee Period Account is surrendered or transferred more than thirty days before the end of its guarantee period. A prospectus containing more information regarding the GPA interests under the contracts is registered with the SEC (See File No. 333-263038). You may transfer money between investment options during the Accumulation Phase, subject to certain restrictions. Your contract value impacts the value of your contract's benefits during the Accumulation Phase, including any optional benefits, as well as the amount available for withdrawal, annuitization and death benefits.

Income Phase. The Income Phase begins when you (or your beneficiary) choose to annuitize the contract. You can apply your contract value (less any applicable premium tax and/or other charges) to an annuity payout plan that begins on the settlement date or any other date you elect. You may choose from a variety of plans that can help meet your retirement or other income needs. We can make payouts on a fixed or variable basis, or both. You cannot take withdrawals of contract value or surrender the contract during the Income Phase.

All optional death and living benefits terminate after the settlement date unless you chose the RBA payout option under the Guaranteed Withdrawal Benefit rider on the scheduled settlement date.

Contract features:

Contract Classes. This prospectus describes two contracts. RAVA Advantage Plus offers a choice of a seven-year or a ten-year surrender charge schedule and relatively lower expenses. RAVA Select Plus offers a three-year surrender charge schedule and relatively higher expenses. The information in this prospectus applies to both contracts unless stated otherwise. Contracts provide for purchase payment credits which we may reverse under certain circumstances. Expenses may be higher and surrender charges may be higher and longer for contracts with purchase payment credits than for contracts without such credits. The amount of the credit may be more than offset by additional charges associated with the credit. (See "Buying Your Contract — Purchase Payment Credits").

Purchase Payment Credits. The Contracts provide for purchase payment credits which we may reverse upon payment of a lump sum death benefit when the date of death is within 12 months of when the purchase payment credit was applied or upon a surrender payment subject to a surrender charge waiver due to Nursing Home Confinement within 12 months of when the purchase payment credit was applied or your settlement of the contract under an annuity payout plan.

. Expenses may be higher and surrender charges may be higher and longer for contracts with purchase payment credits than for contracts without such credits. The amount of the credit may be more than offset by additional charges associated with the credit. (See "Buying Your Contract — Purchase Payment Credits").

Death Benefits. If you die during the Accumulation Phase, we will pay to your beneficiary or beneficiaries an amount at least equal to the contract value, except in the case of purchase payment credit reversal. The contract includes a standard death benefit at no additional charge. You may have elected one of the optional death benefits under the contract for an additional fee. Death benefits must be elected at the time that the contract is purchased. Each optional death benefit is designed to provide a greater amount payable upon death. After the death benefit is paid, the contract will terminate.

Optional Living Benefits. You may have elected one of the optional living benefits under the contract for an additional fee. Guaranteed Withdrawal Benefit riders are designed to provide a guaranteed income stream that may last as long as you live, subject to you following the rules of the rider. Guaranteed Minimum Accumulation benefit is designed to provide a guaranteed contract value at the end of a specified Waiting Period.

Surrenders. You may surrender all or part of your contract value at any time during the Accumulation Phase. If you request a full surrender, the contract will terminate. You also may establish automated partial surrenders. Surrenders may be subject to charges and income taxes (including an IRS penalty that may apply if you surrender prior to reaching age 59½) and may have other tax consequences. Throughout this prospectus when we use the term “Surrender” it includes the term “Withdrawal”.

Tax Treatment. You can transfer money between subaccounts, the regular Fixed Account and GPAs without tax implications, and earnings (if any) on your investments are generally tax-deferred. Generally, earnings are not taxed until they are distributed, which may occur when making a withdrawal, upon receiving an annuity payment, or upon payment of the death benefit.

Additional Services:

- **Dollar Cost Averaging Programs.** Automated Dollar Cost Averaging allows you, at no additional cost, to transfer a set amount monthly between subaccounts or from the fixed account to one or more eligible subaccounts. Special Dollar Cost Averaging (SDCA), only available for new purchase payments of at least \$10,000, allows the systematic transfer from the Special DCA fixed account to one or more eligible subaccounts over a 6 month period.
- **Asset Rebalancing.** Allows you, at no additional cost, to automatically rebalance the subaccount portion of your contract value on a periodic basis.
- **Automated Partial Surrenders.** An optional service allowing you to set up automated partial surrenders from the GPAs, fixed account, Special DCA fixed account or the subaccounts.
- **Electronic Delivery.** You may register for the electronic delivery of your current prospectus and other documents related to your contract.

Fee Table and Examples

The following tables describe the fees and expenses that you will pay when buying, owning, surrendering, or making withdrawals from the Contract. Please refer to your Contract specifications page for information about the specific fees you will pay each year based on the options you have elected.

The first table describes the fees and expenses that you will pay at the time that you buy the Contract, surrender or make withdrawals from the Contract. State premium taxes also may be deducted.

Transaction Expenses											
Surrender Charges											
Surrender charges (as a percentage of purchase payments surrendered) ⁽¹⁾	RAVA Advantage Plus ten-year schedule			RAVA Advantage Plus seven-year schedule			RAVA Select Plus	RAVA Select Plus Texas			
Maximum	8%			7%			7%	8%			
Number of completed years from date of each purchase payment	0	1	2	3	4	5	6	7	8	9	10
RAVA Advantage Plus ten-year schedule*	8%	8%	8%	7%	7%	6%	5%	4%	3%	2%	0%
RAVA Advantage Plus seven-year schedule	7%	7%	7%	6%	5%	4%	2%	0%			
Years from Contract Date	1	2	3	Thereafter							
RAVA Select Plus (except Texas)	7%	7%	7%	0%							

Surrender charge for RAVA Select Plus in Texas ***

Payments made in contract year***	Surrender charge percentage (as a percentage of purchase payments surrendered) in contract year			
	1	2	3	Thereafter
1	8%	7%	6%	0%
2		8	7	0
3			8	0
Thereafter				0

* The ten-year surrender charge schedule is not available for contracts issued in Oregon. In Connecticut and Utah, the ten-year surrender charge schedule is 8% for years 0-2, 7% for year 3 and declining by 1% each year thereafter until it is 0% for years 10+. For contracts issued in Alabama, Massachusetts, Oregon and Washington, surrender charges are waived after the tenth contract anniversary for all payments regardless of when payments are made.

** According to our current administrative practice, for the purpose of surrender charge calculation, we consider that the year is completed fourteen days prior to the anniversary of the day each purchase payment was received.

*** According to our current administrative practice, for the purpose of surrender charge calculation, we consider that the year is completed one day prior to the contract anniversary.

The next table describes the fees and expenses that you will pay *each year* during the time that you own the contract (not including funds fees and expenses). If you choose to purchase an optional benefit, you will pay additional charges, as shown below.

Annual Contract Expenses	
Administrative Expenses	
(assessed annually and upon full surrender)	
Annual contract administrative charge	Maximum: \$50 Current: \$50*
(We will waive this \$50 charge when your contract value, or total purchase payments less any payments surrendered, is \$50,000 or more on the current contract anniversary, except at full surrender.)	
*Prior to May 4, 2020, the annual contract administrative charge was \$30.	
Base Contract Expenses	
(as a percentage of average daily contract value in the variable account)	
RAVA Advantage Plus for nonqualified annuities	Maximum/Current:0.95%

RAVA Advantage Plus for qualified annuities	Maximum/ Current: 0.75%
RAVA Select Plus for nonqualified annuities	Maximum/ Current: 1.20%
RAVA Select Plus for qualified annuities	Maximum/ Current: 1.00%
RAVA Advantage Plus Band 3	Maximum/ Current: 0.55%
RAVA Select Plus Band 3	Maximum/Current: 0.75%

Optional Benefit Expenses

Optional Death Benefits

(As a percentage of contract value charged annually at the contract anniversary. The fee applies only if you elect the optional rider.) You may select one of the following optional death benefit riders for an additional fee.

ROPP rider fee	Maximum: 0.30%	Current: 0.20%
MAV rider fee	Maximum: 0.35%	Current: 0.25%
5-Year MAV rider fee	Maximum: 0.20%	Current: 0.10%
EEB rider fee	Maximum: 0.40%	Current: 0.30%
EEP rider fee	Maximum: 0.50%	Current: 0.40%
PN rider fee⁽¹⁾	Maximum: 0.00%	Current: 0.00%

⁽¹⁾ Effective May 10, 2010, the PN rider is not required to select funds of funds in the PN program and this fee does not apply. Prior to May 10, 2010, the PN rider fee was 0.10% and the maximum fee was 0.20%

If you choose one of the above optional death benefits, we will add the rider fee to your mortality and expense risk fee.

Optional Living Benefits

Accumulation Benefit rider fee	Maximum annual rider fee	Initial annual rider fee and annual rider fee for elective step-ups before 10/20/12
	2.50%	0.60%

Current annual rider fees for elective step-up (including elective spousal continuation step-up) requests on/after 10/20/2012 are shown in the table below.

Elective step up date:	If invested in Portfolio Navigator fund at the time of step-up:	If invested in Portfolio Stabilizer fund at the time of step-up:
10/20/2012 – 11/17/2013	1.75%	n/a
11/18/2013 – 10/17/2014	1.75%	1.30%
10/18/2014 – 06/30/2016	1.60%	1.00%
07/01/2016 – 10/15/2018	1.75%	1.30%
10/16/2018 – 12/29/2019	1.40%	1.00%
12/30/2019 – 07/20/2020	1.55%	1.15%
07/21/2020 and later	2.50%	2.25%

(Charged annually as a percentage of contract value or the minimum contract accumulation value, whichever is greater. The fee applies only if you elect the optional rider.)

Withdrawal Benefit rider fee	Maximum: 2.50%	Initial: 0.60% ⁽²⁾
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(As a percentage of contract value charged annually at the contract anniversary. The fee applies only if you elect the optional rider.)

⁽²⁾ Effective Dec. 18, 2013 if you request an elective step-up or the elective spousal continuation step-up or move to a Portfolio Navigator fund that is more aggressive than the Portfolio Navigator fund you are currently allocated to, the fee that will apply to your rider will correspond to the fund you are currently invested in as shown in the table below.

Fund name	Maximum annual rider fee	Current annual rider fee as of 12/18/13
Portfolio Stabilizer funds	2.50%	0.60%
Portfolio Navigator funds:		
Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	2.50%	0.60%

Fund name	Maximum annual rider fee	Current annual rider fee as of 12/18/13
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	2.50%	0.60%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	2.50%	0.60%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	2.50%	0.90%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	2.50%	1.05%

The next table shows the minimum and maximum total operating expenses charged by the Funds that you may pay periodically during the time that you own the contract. A complete list of Funds available under the contract, including their annual expenses, may be found in Appendix A.

Annual Fund Expenses⁽¹⁾		
Total Annual Fund Expenses	Minimum(%)	Maximum(%)
(expenses deducted from the Fund assets, including management fees, distribution and/or service (12b-1) fees and other expenses)	0.38	2.38

⁽¹⁾ Total annual Fund operating expenses are deducted from amounts that are allocated to the Fund. They include management fees and other expenses and may include distribution (12b-1) fees. Other expenses may include service fees that may be used to compensate service providers, including us and our affiliates, for administrative and contract owner services provided on behalf of the Fund. The amount of these payments will vary by Fund and may be significant. See “The Variable Account and the Funds” for additional information, including potential conflicts of interest these payments may create. Distribution (12b-1) fees are used to finance any activity that is primarily intended to result in the sale of Fund shares. Because 12b-1 fees are paid out of Fund assets on an ongoing basis, you may pay more if you select Subaccounts investing in Funds that have adopted 12b-1 plans than if you select Subaccounts investing in Funds that have not adopted 12b-1 plans. For a more complete description of each Fund’s fees and expenses and important disclosure regarding payments the Fund and/or its affiliates make, please review the Fund’s prospectus and SAI.

Examples

These examples are intended to help you compare the cost of investing in these contracts with the cost of investing in other variable annuity contracts. These costs include Transaction Expenses, Annual Contract Expenses, and Annual Fund expenses.

These examples assume that you invest \$100,000 in the contract for the time periods indicated. These examples also assume that your investment has a 5% return each year. The “Maximum” example further assumes the most expensive combination of Annual Contract Expenses reflecting the maximum charges, Annual Fund Expenses * and optional benefits available. The “Minimum” example further assumes the least expensive combination of Annual Contract Expenses reflecting the current charges, Annual Fund Expenses and that no optional benefits are selected. Although your actual costs may be higher or lower, based on these assumptions your maximum and minimum costs would be:

Maximum Expenses. These examples assume that you select the optional MAV death benefit, EEP and Withdrawal Benefit . Although your actual costs may be higher or lower, based on these assumptions your costs would be:

* Note: Certain Funds are not available for contracts with living benefit riders and may have higher fund expenses than the rider fee and associated fund expenses shown here.

Nonqualified Annuity	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
	1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
RAVA Advantage Plus								
With a ten-year surrender charge schedule	\$12,491	\$22,040	\$31,537	\$51,899	\$5,241	\$15,686	\$26,081	\$51,849
With a seven-year surrender charge schedule	11,591	21,139	29,735	51,899	5,241	15,686	26,081	51,849
RAVA Select Plus	11,840	16,439	27,231	53,852	5,490	16,389	27,181	53,802
RAVA Select Plus – Texas	11,840	16,439	27,231	53,852	5,490	16,389	27,181	53,802

Qualified Annuity	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
	1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
RAVA Advantage Plus								
With a ten-year surrender charge schedule	\$12,293	\$21,473	\$30,643	\$50,381	\$5,043	\$15,122	\$25,192	\$50,331
With a seven-year surrender charge schedule	11,393	20,572	28,843	50,381	5,043	15,122	25,192	50,331
RAVA Select Plus	11,641	15,877	26,352	52,273	5,291	15,827	26,302	52,223
RAVA Select Plus – Texas	11,641	15,877	26,352	52,273	5,291	15,827	26,302	52,223

Band 3 Annuity	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
	1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
RAVA Advantage Plus – Band 3								
With a ten-year surrender charge schedule	\$12,103	\$20,932	\$29,787	\$48,833	\$4,844	\$14,555	\$24,296	\$48,783
With a seven-year surrender charge schedule	11,202	20,028	27,973	48,833	4,844	14,555	24,296	48,783
RAVA Select Plus – Band 3	11,393	15,172	25,242	50,381	5,043	15,122	25,192	50,331
RAVA Select Plus – Texas – Band 3	11,393	15,172	25,242	50,381	5,043	15,122	25,192	50,331

Minimum Expenses. These examples assume that you have the Standard Death Benefit and do not select any optional benefits. Although your actual costs may be higher, based on these assumptions your costs would be:

Nonqualified Annuity	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
	1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
RAVA Advantage Plus								
With a ten-year surrender charge schedule	\$8,900	\$11,290	\$13,380	\$16,144	\$1,363	\$4,240	\$7,330	\$16,094
With a seven-year surrender charge schedule	7,964	10,290	11,380	16,144	1,363	4,240	7,330	16,094
RAVA Select Plus	8,203	5,075	8,714	18,944	1,620	5,025	8,664	18,894
RAVA Select Plus – Texas	8,203	5,075	8,714	18,944	1,620	5,025	8,664	18,894

Qualified Annuity	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
	1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
RAVA Advantage Plus								
With a ten-year surrender charge schedule	\$8,712	\$10,660	\$12,304	\$13,854	\$1,158	\$3,610	\$6,254	\$13,804
With a seven-year surrender charge schedule	7,774	9,660	10,304	13,854	1,158	3,610	6,254	13,804
RAVA Select Plus	8,012	4,447	7,648	16,710	1,415	4,397	7,598	16,660
RAVA Select Plus – Texas	8,012	4,447	7,648	16,710	1,415	4,397	7,598	16,660

Band 3 Annuity	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
	1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
RAVA Advantage Plus – Band 3								
With a ten-year surrender charge schedule	\$8,523	\$10,027	\$11,218	\$11,520	\$ 953	\$2,977	\$5,168	\$11,470
With a seven-year surrender charge schedule	7,583	9,027	9,218	11,520	953	2,977	5,168	11,470
RAVA Select Plus – Band 3	7,774	3,660	6,304	13,854	1,158	3,610	6,254	13,804
RAVA Select Plus – Texas – Band 3	7,774	3,660	6,304	13,854	1,158	3,610	6,254	13,804

THE EXAMPLES ARE ILLUSTRATIVE ONLY. YOU SHOULD NOT CONSIDER THESE EXAMPLES AS A REPRESENTATION OF PAST OR FUTURE EXPENSES. ACTUAL EXPENSES WILL BE HIGHER OR LOWER THAN THOSE SHOWN DEPENDING UPON WHICH OPTIONAL BENEFIT YOU ELECT OTHER THAN INDICATED IN THE EXAMPLES OR IF YOU ALLOCATE CONTRACT VALUE TO ANY OTHER AVAILABLE SUBACCOUNTS.

Principal Risks of Investing in the Contract

Risk of Loss. Variable annuities involve risks, including possible loss of principal. Your losses could be significant. This contract is not a deposit or obligation of, or guaranteed or endorsed by, any bank. This contract is not federally insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency.

Short-Term Investment Risk. This contract is not designed for short-term investing and may not be appropriate for an investor who needs ready access to cash. The benefits of tax deferral and long-term income mean that this contract is more beneficial to investors with a long-term investment horizon.

Withdrawal Risk. You should carefully consider the risks associated with withdrawals under the contract. Withdrawals may be subject to a significant surrender charge, depending on the option you select. If you make a withdrawal prior to age 59½, there may be adverse tax consequences, including a 10% IRS penalty tax. A withdrawal may reduce the value of your standard and optional benefits. A total withdrawal (surrender) will result in the termination of your contract.

Subaccount Risk. Amounts that you invest in the subaccounts are subject to the risk of poor investment performance. You assume the investment risk. Generally, if the subaccounts that you select make money, your contract value goes up, and if they lose money, your contract value goes down. Each subaccount's performance depends on the performance of its underlying Fund. Each underlying Fund has its own investment risks, and you are exposed to the Fund's investment risks when you invest in a subaccount. You are responsible for selecting subaccounts that are appropriate for you based on your own individual circumstances, investment goals, financial situation, and risk tolerance. For risks associated with any Fixed Account options, see Financial Strength and Claims-Paying Ability Risk below.

Selection Risk. The optional benefits under the contract were designed for different financial goals and to protect against different financial risks. There is a risk that you may not choose, or may not have chosen, the benefit or benefits (if any) that are best suited for you based on your present or future needs and circumstances, and the benefits that are more suited for you (if any) may not be elected after your contract is issued. In addition, if you elected an optional benefit and do not use it and if the contingencies upon which the benefit depend never occur, you will have paid for an optional benefit that did not provide a financial benefit. There is also a risk that any financial return of an optional benefit, if any, will ultimately be less than the amount you paid for the benefit.

Investment Restrictions Risk. Certain optional benefits limit the investment options that are available to you and limit your ability to take certain actions under the contract. These investment requirements are designed to reduce our risk that we will have to make payments to you from our own assets. In turn, they may also limit the potential growth of your contract value and the potential growth of your guaranteed benefits. This may conflict with your personal investment objectives.

Managed Volatility Fund Risk. The Portfolio Stabilizer funds are managed volatility funds that employ a strategy designed to reduce overall volatility and downside risk. These risk management techniques help us manage our financial risks associated with the contract's guarantees, like living and death benefits, because they reduce the incidence of extreme outcomes including the probability of large gains or losses. However, these strategies can also limit your participation in rising equity markets, which may limit the potential growth of your contract value and the potential growth of your guaranteed benefits and may therefore conflict with your personal investment objectives. Certain Funds advised by our affiliate, Columbia Management, employ such risk management strategies. If you elect certain optional benefits under the contract, we require you to invest in these funds, which may limit your ability to increase your benefit. Costs associated with running a managed volatility strategy may also adversely impact the performance of managed volatility funds.

Purchase Payment Risk. Your ability to make subsequent purchase payments is subject to restrictions. We reserve the right to limit or restrict purchase payments in certain contract years or based on age, and in conjunction with certain optional living benefit riders with advance notice. Also, our prior approval may be required before accepting certain purchase payments. We reserve the right to limit certain annuity features (for example, investment options) if prior approval is required. There is no guarantee that you will always be permitted to make purchase payments.

Purchase Payment Credit Risk. The expenses of the Contract may be higher than expenses for a similar contract that does not credit a Purchase payment credit. Your Purchase payment credits may be more than offset by the higher expenses associated with this Contract. A Purchase payment credit may be reversed upon payment of a lump sum death benefit when the date of death is within 12 months of when the purchase payment credit was applied or upon a surrender payment subject to a surrender charge waiver due to Nursing Home Confinement within 12 months of when the purchase payment credit was applied.

Financial Strength and Claims-Paying Ability Risk. All guarantees under the contract that are paid from our general account (including under any Fixed Account option) are subject to our financial strength and claims-paying ability. If we experience financial distress, we may not be able to meet our obligations to you.

Cybersecurity Risk. Increasingly, businesses are dependent on the continuity, security, and effective operation of various technology systems. The nature of our business depends on the continued effective operation of our systems and those of our business partners.

This dependence makes us susceptible to operational and information security risks from cyber-attacks. These risks may include the following:

- the corruption or destruction of data;
- theft, misuse or dissemination of data to the public, including your information we hold; and
- denial of service attacks on our website or other forms of attacks on our systems and the software and hardware we use to run them.

These attacks and their consequences can negatively impact your contract, your privacy, your ability to conduct transactions on your contract, or your ability to receive timely service from us. The risk of cyberattacks may be higher during periods of geopolitical turmoil. There can be no assurance that we, the underlying funds in your contract, or our other business partners will avoid losses affecting your contract due to any successful cyber-attacks or information security breaches.

Potential Adverse Tax Consequences. Tax considerations vary by individual facts and circumstances. Tax rules may change without notice. Generally, earnings under your contract are taxed at ordinary income tax rates when withdrawn. You may have to pay a tax penalty if you take a withdrawal before age 59 ½. If you purchase a qualified annuity to fund a retirement plan that is tax-deferred, your contract will not provide any necessary or additional tax deferral beyond what is provided in that retirement plan. Consult a tax professional.

The Variable Account and the Funds

The variable account: The Variable Account was established under Minnesota law on Aug. 23, 1995. The Variable Account, consisting of subaccounts, is registered together as a single unit investment trust under the Investment Company Act of 1940 (the 1940 Act). This registration does not involve any supervision of our management or investment practices and policies by the SEC. All obligations arising under the contracts are general obligations of RiverSource Life.

The Variable Account meets the definition of a separate account under federal securities laws. Income, gains, and losses credited to or charged against the Variable Account reflect the Variable Account's own investment experience and not the investment experience of RiverSource Life's other assets. The Variable Account's assets are held separately from RiverSource Life's assets and are not chargeable with liabilities incurred in any other business of RiverSource Life. RiverSource Life is obligated to pay all amounts promised to contract owners under the contracts. The Variable Account includes other subaccounts that are available under contracts that are not described in this prospectus.

The IRS has issued guidance on investor control but may issue additional guidance in the future. We reserve the right to modify the contract or any investments made under the terms of the contract so that the investor control rules do not apply to treat the contract owner as the owner of the subaccount assets rather than the owner of an annuity contract. If the contract is not treated as an annuity contract for tax purposes, the owner may be subject to current taxation on any current or accumulated income credited to the contract.

We intend to comply with all federal tax laws so that the contract qualifies as an annuity for federal tax purposes. We reserve the right to modify the contract as necessary in order to qualify the contract as an annuity for federal tax purposes.

The Funds: The contract currently offers Subaccounts investing in shares of the Funds. Information regarding each Fund, including (i) its name, (ii) its investment objective, (iii) its investment adviser and any sub-investment adviser, (iv) current expenses, and (v) performance may be found in Appendix A to this prospectus.

Please read the Funds' prospectuses carefully for facts you should know before investing. These prospectuses containing more detailed information about the Funds are available by contacting us at 70100 Ameriprise Financial Center, Minneapolis, MN 55474, telephone: 1-800-862-7919, website: Ameriprise.com/variable annuities.

- **Investment objectives:** The investment managers and advisers cannot guarantee that the Funds will meet their investment objectives.
- **Fund name and management:** An underlying Fund in which a Subaccount invests may have a name, portfolio manager, objectives, strategies and characteristics that are the same or substantially similar to those of a publicly-traded retail mutual fund. Despite these similarities, an underlying fund is not the same as any publicly-traded retail mutual fund. Each underlying fund will have its own unique portfolio holdings, fees, operating expenses and operating results. The results of each underlying fund may differ significantly from any publicly-traded retail mutual fund.

- **Eligible purchasers:** All Funds are available to serve as underlying funds for variable annuities and variable life insurance policies. The Funds are not available to the public (see “Fund name and management” above). Some Funds also are available to serve as investment options for tax-deferred retirement plans. It is possible that in the future for tax, regulatory or other reasons, it may be disadvantageous for variable annuity accounts and variable life insurance accounts and/or tax-deferred retirement plans to invest in the available funds simultaneously. Although we and the Funds’ providers do not currently foresee any such disadvantages, the boards of directors or trustees of each Fund will monitor events in order to identify any material conflicts between annuity owners, policy owners and tax-deferred retirement plans and to determine what action, if any, should be taken in response to a conflict. If a board were to conclude that it should establish separate Fund providers for the variable annuity, variable life insurance and tax-deferred retirement plan accounts, you would not bear any expenses associated with establishing separate Funds. Please refer to the Funds’ prospectuses for risk disclosure regarding simultaneous investments by variable annuity, variable life insurance and tax-deferred retirement plan accounts. Each Fund intends to comply with the diversification requirements under Section 817(h) of the Code.
- **Asset allocation programs may impact Fund performance:** Asset allocation programs in general may negatively impact the performance of an underlying fund. Even if you do not participate in an asset allocation program, a Fund in which your Subaccount invests may be impacted if it is included in an asset allocation program. Rebalancing or reallocation under the terms of the asset allocation program may cause a Fund to lose money if it must sell large amounts of securities to meet a redemption request. These losses can be greater if the Fund holds securities that are not as liquid as others; for example, various types of bonds, shares of smaller companies and securities of foreign issuers. A Fund may also experience higher expenses because it must sell or buy securities more frequently than it otherwise might in the absence of asset allocation program rebalancing or reallocations. Because asset allocation programs include periodic rebalancing and may also include reallocation, these effects may occur under the asset allocation program we offer (see “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds”) or under asset allocation programs used in conjunction with the contracts and plans of other eligible purchasers of the Funds.
- **Funds available under the contract:** We seek to provide a broad array of underlying funds taking into account the fees and charges imposed by each Fund and the contract charges we impose. We select the underlying funds in which the Subaccounts initially invest and when there is substitution (see “Substitution of Investments”). We also make all decisions regarding which Funds to retain in a contract, which Funds to add to a contract and which Funds will no longer be offered in a contract. In making these decisions, we may consider various objective and subjective factors. Objective factors include, but are not limited to Fund performance, Fund expenses, classes of Fund shares available, size of the Fund and investment objectives and investing style of the Fund. Subjective factors include, but are not limited to, investment sub-styles and process, management skill and history at other Funds and portfolio concentration and sector weightings. We also consider the levels and types of revenue, including but not limited to expense payments and non-cash compensation of a Fund, its distributor, investment adviser, subadviser, transfer agent or their affiliates pay us and our affiliates. This revenue includes, but is not limited to compensation for administrative services provided with respect to the Fund and support of marketing and distribution expenses incurred with respect to the Fund.
- **Money Market fund yield:** In low interest rate environments, money market fund yields may decrease to a level where the deduction of fees and charges associated with your contract could result in negative net performance, resulting in a corresponding decrease in your contract value.
- **Conflicts of Interest with Certain Funds Advised by Columbia Management.** We are an affiliate of Ameriprise Financial, Inc., which is the parent company of Columbia Management Investment Advisers, LLC (Columbia Management). Columbia Management acts as investment adviser to several funds of funds, including Portfolio Navigator and Portfolio Stabilizer funds. As such, it retains full discretion over the investment activities and investment decisions of the Funds. These funds invest in other registered mutual funds. In providing investment advisory services for the funds and the underlying funds in which those funds respectively invest, Columbia Management is, together with its affiliates, including us, subject to competing interests that may influence its decisions. These competing interests typically arise because Columbia Management Investment Advisers or one of its affiliates serves as the investment adviser to the underlying funds and may provide other services in connection with such underlying funds, and because the compensation we and our affiliates receive for providing these investment advisory and other services varies depending on the underlying fund.
- **Revenue we receive from the Funds and potential conflicts of interest:**

Expenses We May Incur on Behalf of the Funds

When a Subaccount invests in a Fund, the Fund holds a single account in the name of the Variable Account. As such, the Variable Account is actually the shareholder of the fund. We, through our Variable Account, aggregate the transactions of numerous contract owners and submit net purchase and redemption requests to the Funds on a daily basis. In addition, we track individual contract owner transactions and provide confirmations, periodic statements, and other required mailings. These costs would normally be borne by the fund, but we incur them instead.

Besides incurring these administrative expenses on behalf of the funds, we also incur distributions expenses in selling our contracts. By extension, the distribution expenses we incur benefit the funds we make available due to contract owner elections to allocate purchase payments to the funds through the Subaccounts. In addition, the funds generally incur lower distribution expenses when offered through our Variable Account in contrast to being sold on a retail basis.

A complete list of why we may receive this revenue, as well as sources of revenue, is described in detail below.

Payments the Funds May Make to Us

We or our affiliates may receive from each of the Funds, or their affiliates, compensation including but not limited to expense payments. These payments are designed in part to compensate us for the expenses we may incur on behalf of the Funds. In addition to these payments, the Funds may compensate us for wholesaling activities or to participate in educational or marketing seminars sponsored by the Funds.

We or our affiliates may receive revenue derived from the 12b-1 fees charged by the Funds. These fees are deducted from the assets of the Funds. This revenue and the amount by which it can vary may create conflicts of interest. The amount, type, and manner in which the revenue from these sources is computed vary by Fund.

Conflicts of Interest These Payments May Create

When we determined the charges to impose under the contracts, we took into account anticipated payments from the Funds. If we had not taken into account these anticipated payments, the charges under the contract would have been higher. Additionally, the amount of payment we receive from a Fund or its affiliate may create an incentive for us to include that Fund as an investment option and may influence our decision regarding which Funds to include in the Variable Account as subaccount options for contract owners. Funds that offer lower payments or no payments may also have corresponding expense structures that are lower, resulting in decreased overall fees and expenses to shareholders.

We offer Funds managed by our affiliates Columbia Management and Columbia Wanger Asset Management, LLC (Columbia Wanger). We have additional financial incentive to offer our affiliated funds because additional assets held by them generally results in added revenue to us and our parent company, Ameriprise Financial, Inc. Additionally, employees of Ameriprise Financial, Inc. and its affiliates, including our employees, may be separately incented to include the affiliated funds in the products, as employee compensation and business unit operating goals at all levels are tied to the success of the company. Currently, revenue received from our affiliated funds comprises the greatest amount and percentage of revenue we derive from payments made by the Funds.

The Amount of Payments We Receive from the Funds

We or our affiliates receive revenue which ranges up to 0.65% of the average daily net assets invested in the Funds through this and other contracts we and our affiliates issue.

Why revenues are paid to us: In accordance with applicable laws, regulations and the terms of the agreements under which such revenue is paid, we or our affiliates may receive revenue, including but not limited to expense payments and non-cash compensation, for various purposes:

- Compensating, training and educating financial advisors who sell the contracts.
 - Granting access to our employees whose job it is to promote sales of the contracts by authorized selling firms and their financial advisors, and granting access to financial advisors of our affiliated selling firms.
 - Activities or services we or our affiliates provide that assist in the promotion and distribution of the contracts including promoting the funds available under the contracts to contract owners, authorized selling firms and financial advisors.
 - Providing sub-transfer agency and shareholder servicing to contract owners.
 - Promoting, including and/or retaining the Fund's investment portfolios as underlying Funds in the contracts.
 - Advertising, printing and mailing sales literature, and printing and distributing prospectuses and reports.
 - Furnishing personal services to contract owners, including education of contract owners regarding the Funds, answering routine inquiries regarding a Fund, maintaining accounts or providing such other services eligible for service fees as defined under the rules of the Financial Industry Regulatory Authority (FINRA).
 - Subaccounting services, transaction processing, recordkeeping and administration.
- **Sources of revenue received from affiliated funds:** The affiliated funds are managed by Columbia Management or Columbia Wanger. The sources of revenue we receive from these affiliated funds, or from the funds' affiliates, may include, but are not necessarily limited to, the following:
- Assets of the Fund's adviser, sub-adviser, transfer agent, distributor or an affiliate of these. The revenue resulting from these sources may be based either on a percentage of average daily net assets of the Fund or on the actual cost of certain services we provide with respect to the Fund. We may receive this revenue either in the form of a cash payment or it may be allocated to us.
 - Compensation paid out of 12b-1 fees that are deducted from Fund assets.

- **Sources of revenue received from unaffiliated funds:** The unaffiliated funds are not managed by an affiliate of ours. The sources of revenue we receive from these unaffiliated funds, or the funds' affiliates, may include, but are not necessarily limited to, the following:
 - Assets of the Fund's adviser, sub-adviser, transfer agent, distributor or an affiliate of these. The revenue resulting from these sources may be based either on a percentage of average daily net assets of the Fund or on the actual cost of certain services we provide with respect to the Fund. We receive this revenue in the form of a cash payment.
 - Compensation paid out of 12b-1 fees that are deducted from Fund assets.

The Guarantee Period Accounts (GPAs) and Market Value Adjustment (MVA)

The GPAs may not be available for contracts in some states.

Currently, unless the PN program is in effect or you have selected one of the optional living benefit riders, you may allocate purchase payments and purchase payment credits to one or more of the GPAs with guarantee periods declared by us. The required minimum investment in each GPA is \$1,000. These accounts are not offered after annuity payouts begin. Each GPA pays an interest rate that is declared at the time of your allocation to that account. Interest is credited daily. That interest rate is fixed for the guarantee period that you chose. We may periodically change the declared interest rate for any future allocations to these accounts, but we will not change the rate paid on any Contract Value already allocated to a GPA. A positive or negative MVA is assessed if any Contract Value allocated to a GPA is surrendered or transferred to another investment option more than thirty days before the end of its guarantee period.

We will not apply an MVA to Contract Value you transfer or surrender out of the GPAs during the 30-day period ending on the last day of the guarantee period (the "30-day Rule").

During this 30 day window, which precedes the end of your GPA investment's guarantee period, you may elect one of the following options: (i) reinvest the Contract Value in a new GPA with the same guarantee period ; (ii) transfer the Contract Value to a GPA with a different guarantee period; (iii) transfer the Contract Value to any of the subaccounts or the regular Fixed Account, or surrender the Contract Value (subject to applicable surrender and transfer provisions). If we do not receive any instructions by the end of your guarantee period, we will automatically transfer the Contract Value into the shortest GPA term offered in your state.

Per the 30-day Rule, we guarantee the contract value allocated to the GPAs, including interest credited, if you do not make any transfers or surrender from the GPAs prior to 30 days before the end of the guarantee period. At all other times, and unless one of the exceptions to the 30-day Rule described below applies, we will apply an MVA if you surrender or transfer any Contract Value from a GPA or you elect an annuity payout plan while you have contract value invested in a GPA. We refer to these transactions as "early surrenders." The application of an MVA may result in either a gain or loss.

The 30-day Rule does not apply and no MVA will apply to:

- Amounts surrendered under contract provisions that waive surrender charges for Hospital or Nursing Home Confinement and Terminal Illness Diagnosis;
- Amounts deducted for fees and charges; and
- Amounts we pay as death claims.

When you request an early surrender, we adjust the early surrender amount by an MVA formula. The MVA is sensitive to changes in current interest rates. The MVA, which can be zero, positive or negative, reflects the relationship between the guaranteed interest rate that applies to the GPA from which you are taking an early surrender and the interest rate we are then currently crediting on new GPAs that mature at the same time. The magnitude of any applicable MVA will depend on of the difference in these guaranteed interest rates at the time of the surrender and the time remaining in your guarantee period and your guaranteed interest rate. If interest rates have increased, the MVA will generally be negative and the early surrender amount will be less; if interest rates have decreased, the MVA will generally be positive and the early surrender amount will be increased. This is summarized in the following table:

If your GPA rate is:	The MVA is:
Less than the new GPA rate + 0.10%	Negative
Equal to the new GPA rate + 0.10%	Zero
Greater than the new GPA rate + 0.10%	Positive

For the MVA formula and an example, see Appendix B. Please refer to the prospectus containing more information about GPA and MVA, registered with the SEC (See File No. 333-263038).

The General Account

The general account includes all assets owned by RiverSource Life, other than those in the Variable Account and our other separate accounts. Subject to applicable state law, we have sole discretion to decide how assets of the general account will be invested. The assets held in our general account support the guarantees under your contract including any optional benefits offered under the contract. These guarantees are subject to the claims-paying ability and financial strength of RiverSource Life. You should be aware that our general account is exposed to many of the same risks normally associated with a portfolio of fixed-income securities including interest rate, option, liquidity and credit risk. You should also be aware that we issue other types of annuities and financial instruments and products as well, and these obligations are satisfied from the assets in our general account. Our general account is not segregated or insulated from the claims of our creditors. The financial statements contained in the SAI include a further discussion of the risks inherent within the investments of the general account. The fixed account is supported by our general account that we make available under the contract.

The Fixed Account

Unless the PN program is in effect or you have selected one of the optional living benefit riders, you also may allocate purchase payments and purchase payment credits or transfer contract value to the fixed account. Amounts allocated to the fixed account are part of our general account. We back the principal and interest guarantees relating to the fixed account. These guarantees are subject to the creditworthiness and continued claims-paying ability of the company. The value of the fixed account increases as we credit interest to the account. We credit and compound interest daily based on a 365-day year so as to produce the annual effective rate which we declare. We do not credit interest on leap days (Feb. 29). The interest rate we apply to each purchase payment or transfer to the fixed account is guaranteed for one year. Thereafter, we will change the rates from time to time at our discretion. The guaranteed minimum interest rate offered will never be less than the fixed account minimum interest rate required under state law. Interest rates credited in excess of the guaranteed rate generally will be based on various factors related to future investment earnings.

Because of exemptive and exclusionary provisions, we have not registered interests in the fixed account as securities under the Securities Act of 1933 nor have any of these accounts been registered as investment companies under the Investment Company Act of 1940. Accordingly, neither the fixed account nor any interests in the fixed account are subject to the provisions of these Acts.

The fixed account has not been registered with the SEC. Disclosures regarding the fixed account, however, are subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in a prospectus. (See “Making the Most of Your Contract — Transfer Policies” for restrictions on transfers involving the fixed account.)

The Special DCA Account

You also may allocate purchase payments and purchase payment credits to the Special DCA account, when available. The Special DCA account is available for promotional purposes for new purchase payments only and may not be available at all times.* We back the principal and interest guarantees relating to the Special DCA account. These guarantees are based on the continued claims-paying ability of the company. The value of the Special DCA account increases as we credit interest to the account. Purchase payments to the Special DCA account become part of our general account. We credit and compound interest daily based on a 365-day year so as to produce the annual effective rate which we declare. We do not credit interest on leap days (Feb. 29). The interest rate we apply to each purchase payment is guaranteed for the period of time money remains in the Special DCA account. The rates credited to the Special DCA account will 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 RiverSource Life annuities, product design, competition, and RiverSource Life’s revenues and expenses.

We have not registered interests in the Special DCA account as securities under the Securities Act of 1933 nor have any of these accounts been registered as investment companies under the Investment Company Act of 1940. We believe these options are exempt from registration under the federal securities laws because the underlying values do not vary according to the performance of a separate account and satisfy state standard non-forfeiture laws. Accordingly, we have a reasonable basis for concluding that the Special DCA account provides sufficient guarantees of principal and interest through the company’s general account to qualify under Section 3(a)(8) of the Securities Act of 1933.

The Special DCA account has not been registered with the SEC. Disclosures regarding the Special DCA account, however, are subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in a prospectus. (See “Making the Most of Your Contract — Special Dollar Cost Averaging Program” for more information on the Special DCA account.)

* For contracts purchased in Oregon the Special DCA account is available at all times.

Buying Your Contract

New contracts are not currently being offered.

As the owner, you have all rights and may receive all benefits under the contract. You can own a nonqualified annuity in joint tenancy with rights of survivorship only in spousal situations. You cannot own a qualified annuity in joint tenancy. You can buy a contract if you and the annuitant are 90 or younger.

The contract provides for allocation of purchase payments and purchase payment credits to the subaccounts of the variable account, to the GPAs, to the fixed account and/or to the Special DCA account (when available) in even 1% increments subject to the \$1,000 required minimum investment for the GPAs. There may be certain restrictions on the amount you may allocate to the fixed account. (See “Purchase Payments.”)

We will credit additional eligible purchase payments you make to your accounts on the valuation date we receive them. If we receive an additional purchase payment at our Service Center before the close of business, we will credit any portion of that payment allocated to the subaccounts using the accumulation unit value we calculate on the valuation date we received the payment. If we receive an additional purchase payment at our Service Center at or after the close of business, we will credit any portion of that payment allocated to the subaccounts using the accumulation unit value we calculate on the next valuation date after we received the payment.

Householding and delivery of certain documents

With your prior consent, RiverSource Life and its affiliates may use and combine information concerning accounts owned by members of the same household and provide a single paper or electronic copy of certain documents to that household. This householding of documents may include prospectuses, supplements, annual reports, semiannual reports and proxies. Your authorization remains in effect unless we are notified otherwise. If you wish to continue receiving multiple copies of these documents, you can opt out of householding by calling us at 1.866.273.7429. Multiple mailings will resume within 30 days after we receive your opt out request.

Contract Exchanges

You should only exchange a contract you already own if you determine, after comparing the features, fees, and risks of both contracts, that it is better for you to purchase the new contract rather than continue to own your existing contract. Generally, you can exchange one nonqualified annuity for another or for a qualified long-term care insurance policy in a “tax-free” exchange under Section 1035 of the Code. You can also do a partial exchange from one nonqualified annuity contract to another annuity contract, subject to Internal Revenue Service (IRS) rules. You also generally can exchange a life insurance policy for a nonqualified annuity. However, before making an exchange, you should compare both contracts carefully because the features and benefits may be different. Fees and charges may be higher or lower on your old contract than on the new contract. You may have to pay a surrender charge when you exchange out of your old contract and a new surrender charge period may begin when you exchange into a new contract. If the exchange does not qualify for Section 1035 treatment, you also may have to pay federal income tax on the distribution. State income taxes may also apply. You should not exchange your old contract for a new contract or buy a new contract in addition to your old contract, unless you determine it is in your best interest. (See “Taxes — 1035 Exchanges.”)

Purchase Payments*

Purchase payment amounts and purchase payment timing may vary by state and be limited under the terms of the contract.

Minimum allowable purchase payments**

If paying by installments under a scheduled payment plan:

\$50 per month

	RAVA Advantage Plus	RAVA Select Plus
If paying by any other method: initial payment for qualified annuities	\$1,000	\$2,000
initial payment for nonqualified annuities	2,000	10,000
for any additional payments	50	50

* **RAVA Advantage Plus and RAVA Select Plus Band 3 annuities sold to individuals other than advisors and employees:** Require a minimum \$1,000,000 initial purchase payment and our approval. Contracts already approved may make payments in subsequent years up to \$100,000 if your age on the effective date of the contract is age 85 or younger and \$50,000 if your age on the effective date of the contract is age 86 to 90.

** Installments must total at least \$600 in the first year. If you do not make any purchase payments for 24 months, and your previous payments total \$600 or less, we have the right to give you 30 days’ written notice and pay you the total value of your contract in a lump sum. This right does not apply to contracts in Illinois and New Jersey.

Maximum allowable purchase payments*** (without our approval) based on your age on the effective date of the contract:

	RAVA Advantage Plus	RAVA Select Plus
For the first year: through age 85	\$999,999	\$999,999
for ages 86 to 90	100,000	100,000
For each subsequent year: through age 85	100,000	100,000
for ages 86 to 90	50,000	50,000

*** These limits apply in total to all RiverSource Life annuities you own. We reserve the right to increase maximum limits. For qualified annuities the tax-deferred retirement plan's or the Code's limits on annual contributions also apply.

We do not consider purchase payment credits to be part of your purchase payment.

For RAVA Advantage Plus, except for TSAs, purchase payments are limited and may not be made after the third contract anniversary in Massachusetts, Alabama, Washington and Oregon.

Effective Jan. 26, 2009, no additional purchase payments are allowed for contracts with the Withdrawal Benefit rider or Enhanced Withdrawal Benefit rider, subject to state restrictions.

For contracts issued in all states except those listed below, certain exceptions apply and the following additional purchase payments will be allowed on/after Jan. 26, 2009:

- Tax Free Exchanges, rollovers, and transfers listed on the annuity application and received within 180 days from the contract issue date.
- Current tax year contributions for TSAs up to the annual limit set by the IRS.
- Prior and current tax year contributions up to a cumulative annual maximum of \$6,000⁽¹⁾ for any Qualified Accounts except TSAs. This maximum applies to IRAs, Roth IRAs, SIMPLE IRAs, and SEP plans.

⁽¹⁾ The maximum amount is subject to change in later years and is based on the limit set by the IRS for individual IRAs (including the catch-up provision).

For contracts with the Withdrawal Benefit rider and Enhanced Withdrawal Benefit rider issued in Florida, New Jersey, and Oregon, additional purchase payments to your variable annuity contract will not be limited beyond the maximum purchase payment limits shown above.

Additional purchase payment restrictions for contracts with the Accumulation Benefit rider

Additional purchase payments for contracts with the Accumulation Benefit rider are restricted during the waiting period after the first 180 days (1) immediately following the effective date and (2) following the last contract anniversary for each elective step up.

We reserve the right to change these current rules at any time, subject to state restrictions.

Purchase payment amounts and purchase payment timing may vary by state and may be limited under the terms of your contract.

Subject to state regulatory requirements, we reserve the right to not accept purchase payments allocated to the fixed account for twelve months following either:

- a partial surrender from the fixed account; or
- a lump sum transfer from the fixed account to a subaccount.

How to Make Purchase Payments

1 By letter

Send your check along with your name and contract number to:

RiverSource Life Insurance Company
70200 Ameriprise Financial Center
Minneapolis, MN 55474

2 By scheduled payment plan

We can help you set up:

- an automatic payroll deduction, salary reduction or other group billing arrangement; or

- a bank authorization.

Purchase Payment Credits

For RAVA Advantage Plus: we add a credit to your Contract in the amount of:

- 1% of each purchase payment received:
 - if you elect the ten-year surrender charge schedule for your Contract* and the initial purchase payment is under \$100,000; or
 - if you elect the seven-year surrender charge schedule for your Contract and your initial purchase payment to the Contract is at least \$100,000 but less than \$1,000,000.
- 2% of each purchase payment received if you elect the ten-year surrender charge schedule for your Contract* and your initial purchase payment to the Contract is at least \$100,000 but less than \$1,000,000.

For RAVA Advantage Plus – Band 3: we add a credit to your Contract in the amount of:

- 2% of each purchase payment received:
 - if you elect the seven-year surrender charge schedule for your Contract.
- 3% of each purchase payment received:
 - if you elect the ten-year surrender charge schedule for your Contract*.

Surrender charges under RAVA Advantage Plus and RAVA Advantage Plus – Band 3 may be higher and longer than those for Contracts that do not have purchase payment credits. The amount of the credits may be more than offset by the additional charges associated with them. Because of higher charges, there could be circumstances where you may be worse off purchasing one of these Contracts with the credits than purchasing other Contracts. All things being equal (such as fund performance and availability), this may occur if you select the ten-year surrender charge and you make a full surrender in years five through ten. We pay for the credits under RAVA Advantage Plus and RAVA Advantage Plus – Band 3 primarily through revenue from a higher and longer surrender charge schedule and through lower costs associated with larger sized Contracts, including lower compensation paid on the sales of these Contracts. We expect to make a profit from the charges on the Contract.

For RAVA Select Plus: we add a credit to your Contract in the amount of 1% of each purchase payment received in the first Contract year if your initial purchase payment to the Contract is at least \$250,000 but less than \$1,000,000.

For RAVA Select Plus – Band 3: we add a credit to your Contract in the amount of 2% of each purchase payment received in the first Contract year.

Expenses under RAVA Select Plus and RAVA Select Plus – Band 3 may be higher than those for Contracts that do not have purchase payment credits. The amount of the credits may be more than offset by the additional charges associated with them. Because of higher charges, you may be worse off purchasing one of these Contracts with the credits than purchasing other Contracts. We pay for the credits under RAVA Select Plus and RAVA Select Plus – Band 3 primarily through lower costs associated with larger sized Contracts, including lower compensation paid on the sales of these Contracts. We expect to make a profit from the charges on the Contract.

We fund all credits from our general account. We do not consider credits to be “investments” for income tax purposes. (See “Taxes.”)

We allocate each credit to your Contract value when the applicable purchase payment is applied to your Contract value. We allocate such credits to your Contract value according to allocation instructions in effect for your purchase payments.

We will reverse credits from the Contract value for any purchase payment that is not honored. The amount returned to you under the free look provision also will not include any credits applied to your Contract. (See “The Contract in Brief — Free look period.”)

We will assess a charge, similar to a surrender charge, equal to the amount of the purchase payment credits to the extent a death benefit, surrender payment, or settlement under an annuity payout plan includes purchase payment credits applied within twelve months preceding: (1) the date of death that results in a lump sum death benefit under this Contract; (2) a request for surrender charge waiver due to Nursing Home Confinement or Terminal Illness Disability Diagnosis; or (3) your settlement of the Contract under an annuity payout plan.*

We reserve the right to increase the amount of the credit for certain groups of Contract owners. The increase will not be greater than 8% of total net purchase payments. We would pay for increases in credit amounts primarily through reduced expenses expected from such groups.

We do not consider purchase payment credits to be part of your purchase payments for any purpose under the Contract.

* The ten-year surrender charge under RAVA Advantage Plus and RAVA Advantage Plus – Band 3 is not available in Oregon. Contracts purchased in Oregon are only eligible for a 1% purchase payment credit if the initial purchase payment is at least \$100,000. For Contracts purchased in Oregon, we will assess a charge, similar to a surrender charge, equal to the amount of the purchase payment credits to the extent a death benefit includes purchase payment credits applied within twelve months preceding the date of death that results in a lump sum death benefit under this Contract only.

Limitations on Use of Contracts

If mandated by applicable law, including but not limited to, federal anti-money laundering laws, we may be required to reject a purchase payment. We may also be required to block an owner's access to contract values and satisfy other statutory obligations. Under these circumstances, we may refuse to implement requests for transfers, surrenders or death benefits until instructions are received from the appropriate governmental authority or court of competent jurisdiction.

The Settlement Date

Annuity payouts are scheduled to begin on the settlement date. This means that the contract will be annuitized (converted to a stream of monthly payments), and the first payment will be sent on the settlement date. If your contract is annuitized, the contract goes into payout mode and only the annuity payout provisions continue. You will no longer have access to your contract value. In addition, the death benefit and any optional benefits you have elected will end.

The settlement date must be:

no earlier than the 30th day after the contract's effective date; and no later than

the annuitant's 95th birthday or the tenth contract anniversary, if later,

or such other date as agreed to by us but not later than the annuitant's 105th birthday.

Six months prior to your annuitization start date, we will contact you with your options including the option to postpone your settlement date to a future date. You can also choose to delay the annuitization of your contract to a date beyond age 95, to the extent allowed by applicable state law and tax laws.

If you do not make an election, annuity payouts, using the contract's default option of Annuity Payout Plan B — Life annuity with 10 years certain, will begin on the settlement date and your monthly annuity payments will continue for as long as the annuitant lives. If the annuitant does not survive 10 years, payments will continue until 10 years of payments have been made.

Generally, if you own a qualified annuity (for example, an IRA) and tax laws require that you take distributions from your annuity prior to your settlement date, your contract will not be automatically annuitized (subject to state requirements). However, if you choose, you can elect to request annuitization or take partial surrenders to meet your required minimum distributions.

Beneficiary

If death benefits become payable before the settlement date while the contract is in force and before annuity payouts begin, we will pay the death benefit to your named beneficiary. If there is more than one beneficiary we will pay each beneficiary's designated share when we receive their complete claim. A beneficiary will bear the investment risk if the variable account until we receive the beneficiary's complete claim. If there is no named beneficiary, then the default provisions of your contract apply. (See "Benefits in Case of Death" for more about beneficiaries.)

Charges

Transaction Expenses

Surrender Charge

If you surrender all or part of your contract before the settlement date, we may deduct a surrender charge from the contract value that is surrendered. For RAVA Advantage Plus, a surrender charge applies if all or part of the surrender amount is from purchase payments we received within seven or ten years before surrender. You select the surrender charge period at the time of your application for the contract. For RAVA Select Plus, a surrender charge applies if you surrender all or part of your purchase payments in the first three contract years. The surrender charge percentages that apply to you are shown in your contract. For purposes of calculating the surrender charge, we do not consider purchase payment credits as part of your purchase payments.

You may surrender an amount during any contract year without a surrender charge. We call this amount the Total Free Amount (TFA). The TFA varies depending on whether your contract includes the Withdrawal Benefit rider:

Contracts without Withdrawal Benefit rider

The TFA is the greater of:

- 10% of the contract value on the prior contract anniversary*; or
- current contract earnings, which includes any purchase payment credits.

Contracts with Withdrawal Benefit rider

The TFA is the greatest of:

- 10% of the contract value on the prior contract anniversary*;
- current contract earnings; or
- the Remaining Benefit Payment (RBP).

* We consider your purchase payment and any purchase payment credit applied on the first day payments are received to be the prior contract anniversary's contract value during the first contract year.

NOTE: We determine current contract earnings by looking at the entire contract value, not the earnings of any particular subaccount, GPA, the fixed account or the Special DCA account.

Amounts surrendered in excess of the TFA may be subject to a surrender charge as described below.

Surrender charge under RAVA Advantage Plus:

For purposes of calculating any surrender charge under RAVA Advantage Plus, we treat amounts surrendered from your contract value in the following order:

1. First, we surrender the TFA. We do not assess a surrender charge on the TFA.
2. Next we surrender purchase payments received prior to the surrender charge period you selected and shown in your contract. We do not assess a surrender charge on these purchase payments.
3. Finally, if necessary, we surrender purchase payments received that are still within the surrender charge period you selected and shown in your contract. We surrender these payments on a first-in, first-out (FIFO) basis. We do assess a surrender charge on these payments.

We determine your surrender charge by multiplying each of your payments surrendered by the applicable surrender charge percentage, and then adding the total surrender charges.

The surrender charge percentage depends on the number of years since you made the payments that are surrendered, depending on the schedule you selected*:

Ten-year schedule*		Seven-year schedule	
Number of completed years from date of each purchase payment**	Surrender charge percentage	Number of completed years from date of each purchase payment**	Surrender charge percentage
0	8%	0	7%
1	8	1	7
2	8	2	7
3	7	3	6
4	7	4	5
5	6	5	4
6	5	6	2
7	4	7+	0
8	3		
9	2		
10+	0		

* The ten-year surrender charge schedule is not available for contracts issued in Oregon. In Connecticut and Utah, the ten-year surrender charge schedule is 8% for years 0-2, 7% for year 3 and declining by 1% each year thereafter until it is 0% for years 10+. For contracts issued in Alabama, Massachusetts, Oregon and Washington, surrender charges are waived after the tenth contract anniversary for all payments regardless of when payments are made.

** According to our current administrative practice, for the purpose of surrender charge calculation, we consider that the year is completed fourteen days prior to the anniversary of the day each purchase payment was received.

Surrender charge under RAVA Select Plus (except Texas):

For purposes of calculating any surrender charge under RAVA Select Plus, we treat amounts surrendered from your contract value in the following order:

1. First, we surrender the TFA. We do not assess a surrender charge on the TFA.
2. Next, if necessary, we surrender purchase payments. We do assess a surrender charge on these payments during the first three contract years as follows:

Contract year***	Surrender charge percentage
1	7%
2	7
3	7
Thereafter	0

Surrender charge under RAVA Select Plus in Texas:

For purposes of calculating any surrender charge under RAVA Select Plus in Texas, we treat amounts surrendered from your contract value in the following order:

1. First, we surrender the TFA. We do not assess a surrender charge on the TFA.
2. Next, if necessary, we surrender purchase payments. We surrender amounts from the oldest purchase payments first. We do assess a surrender charge on these payments during the first three contract years as follows:

Payments made in contract year***	Surrender charge percentage (as a percentage of purchase payments surrendered) in contract year			
	1	2	3	Thereafter
1	8%	7%	6%	0%
2		8	7	0
3			8	0
Thereafter				0

*** According to our current administrative practice, for the purpose of surrender charge calculation, we consider that the year is completed one day prior to the contract anniversary.

Partial surrenders:

For a partial surrender that is subject to a surrender charge, the amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge, plus or minus any applicable MVA.

For an example, see Appendix B.

Liquidation charges under Variable Annuity Payout Plan E — Payouts for a specified period: Under this annuity payout plan, you can choose to surrender those payments. The amount that you can surrender is the present value of any remaining variable payouts. The discount rate we use in the calculation will be 5.17% if the assumed investment rate is 3.5% and 6.67% if the assumed investment rate is 5%. The liquidation charge equals the present value of the remaining payouts using the assumed investment return minus the present value of the remaining payouts using the discount rate.

Fixed Payouts: Surrender charge under annuity payout plans allowing surrenders of the present value of remaining guaranteed payouts: If you elect an annuity payout plan and the plan we make available provides a liquidity feature permitting you to surrender any portion of the underlying value of remaining guaranteed variable payouts, a surrender charge may apply.

A surrender charge will be assessed against the present value of any remaining guaranteed payouts surrendered. The discount rate we use in determining present values varies based on: (1) the contract value originally applied to the fixed annuitization; (2) the remaining years of guaranteed payouts; (3) the annual effective interest rate and periodic payment amount for new immediate annuities of the same duration as the remaining years of guaranteed payouts; and (4) the interest spread (currently 1.50%). If we do not currently offer immediate annuities, we will use rates and values applicable to new annuitizations to determine the discount rate.

Once the discount rate is applied and we have determined the present value of the remaining guaranteed payouts you are surrendering, the present value determined will be multiplied by the surrender charge percentage in the table below and deducted from the present value to determine the net present value you will receive.

Number of Completed Years Since Annuitization	Surrender charge percentage
0	Not applicable*
1	5%

Number of Completed Years Since Annuitization	Surrender charge percentage
2	4
3	3
4	2
5	1
6 and thereafter	0

*We do not permit surrenders in the first year after annuitization.

We will provide a quoted present value (which includes the deduction of any surrender charge). You must then formally elect, in a form acceptable to us, to receive this value. The remaining guaranteed payouts following surrender will be reduced, possibly to zero.

Waiver of surrender charges

We do not assess surrender charges for:

- surrenders of any contract earnings;
- surrenders of amounts totaling up to 10% of the contract value on the prior contract anniversary to the extent it exceeds contract earnings;
- if you elected the Withdrawal Benefit rider, your contract's Remaining Benefit Payment to the extent it exceeds the greater of contract earnings or 10% of the contract value on the prior contract anniversary;
- amounts surrendered after the tenth contract anniversary in Alabama, Massachusetts, Washington and Oregon;
- to the extent that they exceed the greater of contract earnings or 10% of the contract value on the prior contract anniversary, required minimum distributions from a qualified annuity. The amount on which surrender charges are waived can be no greater than the RMD amount calculated under your specific contract currently in force;
- contracts settled using an annuity payout plan*, unless an Annuity Payout Plan E is later surrendered;
- amounts we refund to you during the free look period*;
- death benefits*;
- surrenders you make under your contract's "Waiver of Surrender Charges for Hospital or Nursing Home Confinement" provision*. To the extent permitted by state law, this provision applies when you are under age 76 on the date that we issue the contract. Under this provision, we will waive surrender charges that we normally assess upon full or partial surrender. You must provide proof satisfactory to us that, as of the date you request the surrender, you are or your spouse is confined to a nursing home or hospital and have been for 60 straight days and the confinement began after the contract date. (See your contract for additional conditions and restrictions on this waiver.); and
- surrenders you make under your contract's "Waiver of Surrender Charges for Terminal Illness Disability Diagnosis" provision.* To the extent permitted by state law, this provision applies when you are under age 76 on the date we issue the contract. Under this provision, we will waive surrender charges that we normally assess for surrenders you make if you are diagnosed after the contract date as disabled with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of a licensed physician's statement. You must provide us with a licensed physician's statement containing the terminal illness diagnosis and the date the terminal illness was initially diagnosed. (See your contract for additional conditions and restrictions on this waiver.)

* However, we will reverse purchase payment credits credited within 12 months of a withdrawal under this provision. . (See "Buying your contract — Purchase payment credits.")

Other information on charges: Ameriprise Financial, Inc. makes certain custodial services available to some profit sharing, money purchase and target benefit plans funded by our annuities. Fees for these services start at \$30 per calendar year per participant. Ameriprise Financial, Inc. will charge a termination fee for owners under age 59½ (fee waived in case of death or disability).

Possible group reductions: In some cases we may incur lower sales and administrative expenses due to the size of the group, the average contribution and the use of group enrollment procedures. In such cases, we may be able to reduce or eliminate certain charges such as the contract administrative and surrender charges. However, we expect this to occur infrequently.

Annual Contract Expenses

Base Contract Expenses

Base Contract expenses consist of the contract administrative charge and mortality and expense risk fee.

Contract Administrative Charge

We charge this fee for establishing and maintaining your records. Currently, we deduct \$50* from your contract value on your contract anniversary or, if earlier, when the contract is fully surrendered. Subject to state regulatory requirements, we prorate this charge among the subaccounts and the fixed account in the same proportion your interest in each account bears to your total contract value, less amounts invested in the GPAs and the Special DCA account. The contract administrative charge is only deducted from GPAs and any Special DCA account if insufficient amounts are available in the fixed account and the subaccounts.

We will waive this charge when your contract value, or total purchase payments less any payments surrendered, is \$50,000 or more on the current contract anniversary. However, we reserve the right to charge up to \$20 after the first contract anniversary for these contracts.

If you surrender your contract, we will deduct the full charge at the time of surrender regardless of the contract value or purchase payments made. This charge does not apply after annuity payouts begin or when we pay death benefits.

* Prior to May 4, 2020, the annual contract administrative charge was \$30.

Mortality and Expense Risk Fee

We charge this fee daily to the subaccounts as a percentage of the daily contract value in the variable account. The unit values of your subaccounts reflect this fee, which is a percentage of their average daily net assets, on an annual basis as follows:

RAVA Advantage Plus for nonqualified annuities	Maximum/Current: 0.95%
RAVA Advantage Plus for qualified annuities	Maximum/Current: 0.75%
RAVA Select Plus for nonqualified annuities	Maximum/Current: 1.20%
RAVA Select Plus for qualified annuities	Maximum/Current: 1.00%
RAVA Advantage Plus Band 3	Maximum/Current: 0.55%
RAVA Select Plus Band 3	Maximum/Current: 0.75%

This fee covers the mortality and expense risk that we assume. This fee does not apply to the GPAs, the fixed account or the Special DCA account.

Mortality risk arises because of our guarantee to pay a death benefit and our guarantee to make annuity payouts according to the terms of the contract, no matter how long a specific owner or annuitant lives and no matter how long our entire group of owners or annuitants live. If, as a group, owners or annuitants outlive the life expectancy we assumed in our actuarial tables, we must take money from our general assets to meet our obligations. If, as a group, owners or annuitants do not live as long as expected, we could profit from the mortality risk fee. We deduct the mortality risk fee from the subaccounts during the annuity payout period even if the annuity payout plan does not involve a life contingency.

Expense risk arises because we cannot increase the contract administrative charge more than \$20.00 per contract and this charge may not cover our expenses. We would have to make up any deficit from our general assets. We could profit from the expense risk fee if future expenses are less than expected.

The subaccounts pay us the mortality and expense risk fee they accrued as follows:

- first, to the extent possible, the subaccounts pay this fee from any dividends distributed from the funds in which they invest;
- then, if necessary, the funds redeem shares to cover any remaining fees payable.

We may use any profits we realize from the subaccounts' payment to us of the mortality and expense risk fee for any proper corporate purpose, including, among others, payment of distribution (selling) expenses. We do not expect that the surrender charge, discussed in the following paragraphs, will cover sales and distribution expenses.

Optional Benefit Charges

Optional Living Benefit Charges

Accumulation Benefit Rider Fee

We deduct an annual charge from your current value for this optional benefit only if you select it. The charge is calculated by multiplying the annual rider fee by the greater of your contract value or the minimum contract accumulation value. See table below for the applicable percentage.

We prorate this fee among the subaccounts and the fixed account (if applicable) in the same proportion as your interest in each bears to your total contract value, less any amounts invested in the Special DCA account. Such fee is only deducted from any Special DCA account if insufficient amounts are available in the fixed account and the subaccounts. The fee will only be deducted from the subaccounts in Washington. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect the Accumulation Benefit rider, you may not cancel it and the charge will continue to be deducted through the end of the waiting period or when annuity payouts begin. If the contract is terminated for any reason or when annuity payouts begin, we will deduct the fee, adjusted for the number of calendar days coverage was in place since we last deducted the charge.

The Accumulation Benefit rider fee will not exceed a maximum fee of 2.50%.

We may change the rider fee at our discretion and on a nondiscriminatory basis.

We will not change the Accumulation Benefit rider fee in effect on your contract after the rider effective date unless:

- (a) you choose the annual elective step-up or elective spousal continuation step-up after we have exercised our rights to increase the rider fee; or
- (b) you change your PN program investment option after we have exercised our rights to increase the rider fee or vary the rider fee for each PN program investment option.

We exercised our right to increase the rider fee upon elective step-up or elective spousal continuation step-up and vary the fee depending on whether your contract value is invested in one of the Portfolio Navigator or Portfolio Stabilizer funds at the time of the elective step-up or spousal continuation step-up. You will pay the fee that is in effect on the valuation date we receive your written request to step-up. Currently, we waive our right to increase the fee for investment option changes. There is no assurance that we will not exercise our right in the future.

If you request an elective step-up (including elective spousal continuation step-up) requests, the fee that will apply to your rider will correspond to the fund in which you are invested at that time, as shown in the table below.

Accumulation Benefit rider fee	Maximum annual rider fee	Initial annual rider fee and annual rider fee for elective step-ups before 10/20/12
	2.50%	0.60%

Current annual rider fees for elective step-up (including elective spousal continuation step-up) requests on/after 10/20/2012 are shown in the table below.

Elective step up date:	If invested in Portfolio Navigator fund at the time of step-up:	If invested in Portfolio Stabilizer fund at the time of step-up:
10/20/2012 – 11/17/2013	1.75%	n/a
11/18/2013 – 10/17/2014	1.75%	1.30%
10/18/2014 – 06/30/2016	1.60%	1.00%
07/01/2016 – 10/15/2018	1.75%	1.30%
10/16/2018 – 12/29/2019	1.40%	1.00%
12/30/2019 – 07/20/2020	1.55%	1.15%
07/21/2020 and later	2.50%	2.25%

If your annual rider fee changes during the contract year, on the next contract anniversary we will calculate an average rider fee that reflects the various fees that were in effect that year, adjusted for the number of calendar days each fee was in effect.

Subject to the terms of your contract, we reserve the right to further increase the rider fees to the maximum limit provided by your rider and to vary the rider fees based on the fund you select.

The automatic step-up option available under your rider will *not* impact your rider fee.

Please see the “Optional Living Benefits — Accumulation Benefit Rider” section for a full description and rules applicable to elective and automatic step-up options under your rider.

The charge does not apply after the annuity payouts begin.

Withdrawal Benefit Rider Fee

We charge a fee for this optional feature only if you select it. The initial annual rider fee is 0.60%. The charge is calculated by multiplying the annual rider fee by your contract value on your contract anniversary. Remember, since the charge is taken on a contract anniversary all purchase payments received during the preceding calendar year will

increase your charge. This is especially important to consider when you make purchase payments near your contract anniversary because the payment amount increases your contract value and will result in an increased rider anniversary charge. We prorate this fee among the subaccounts and the fixed account (if applicable) in the same proportion as your interest in each bears to your total contract value, less any amounts invested in the GPAs and in the Special DCA account. Such fee is only deducted from GPAs and any Special DCA account if insufficient amounts are available in the fixed account and the subaccounts. The fee will only be deducted from the subaccounts in Washington. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect the Withdrawal Benefit, you may not cancel it and the fee will continue to be deducted until the contract is terminated or annuity payouts begin. If the contract is terminated for any reason or when annuity payouts begin, we will deduct the Withdrawal Benefit fee, adjusted for the number of calendar days coverage was in place since we last deducted the fee. If the Remaining Benefit Amount (RBA) goes to zero but the contract value has not been depleted, you will continue to be charged.

The Withdrawal Benefit rider fee will not exceed a maximum of 2.50%.

We may increase the rider fee at our discretion and on a nondiscriminatory basis. However, any change to the rider fee will only apply to existing contract owners if:

- (a) you choose the annual elective step-up or elective spousal continuation step-up after we have exercised our rights to increase the rider fee;
- (b) you change your PN program investment option after we have exercised our rights to increase the rider fee and/or vary the rider fee for each PN program investment option.

Effective Dec. 18, 2013, we exercised our right to increase the rider fee and vary the fee depending on the fund to which your contract value is invested. Beginning Dec. 18, 2013, if you:

- request an elective step-up or the elective spousal continuation step-up, or
- move to a Portfolio Navigator fund that is more aggressive than the Portfolio Navigator fund you are currently allocated to,

the fee that will apply to your rider will correspond to the fund in which you are currently invested as shown in the table below.

If you move to a Portfolio Navigator fund that is less aggressive than the Portfolio Navigator fund you are currently allocated to, your fee will not increase and may decrease according to the table below.

Fund name	Maximum annual rider fee	Initial annual rider fee	Current annual rider fee as of 12/18/13
Portfolio Stabilizer funds	2.50%	0.60%	0.60%
Portfolio Navigator funds:			
Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	2.50%	0.60%	0.60%
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	2.50%	0.60%	0.60%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	2.50%	0.60%	0.60%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	2.50%	0.60%	0.90%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	2.50%	0.60%	1.05%

On your next contract anniversary, if your contract value is allocated to a fund subject to a fee increase, you will have 30 days following the anniversary to choose from the following:

1. Remain invested in your current Portfolio Navigator fund and elect to step-up (when available) and lock in your contract gains. If you make this decision, your rider fee will increase.
2. Move to one of the Portfolio Stabilizer funds. If you do this, your rider fee will not increase, but remember that you will lose your access to invest in the Portfolio Navigator funds.
3. Do not elect a step-up, if eligible. You will not lock in contract gains, but your rider fee will stay the same.

For the enhanced rider, if during the 30 days following your contract anniversary, your contract value is allocated to a fund subject to a fee increase, we will automatically process any available step-up and lock in any contract gains, as well as reactivate automatic step-ups, when contract value is transferred:

1. to a Portfolio Stabilizer fund;
2. to a less aggressive Portfolio Navigator fund that is not subject to a fee increase, if applicable; or
3. to a more aggressive Portfolio Navigator fund.

For original riders, you must always elect to step-up your rider values. The step-up and lock in of any contract gains will occur as of the date of the transfer or withdrawal described above.

Rider fees may increase or decrease as you move to various funds. Your fee will increase if you transfer your contract value to a more aggressive Portfolio Navigator fund with a higher fee. If you transfer to a less aggressive Portfolio Navigator fund or transfer to a Portfolio Stabilizer fund, your fee may decrease. Certain rider fees may not change depending on the fund in which your contract value is allocated.

We will notify you in writing about your opportunity to elect to step-up (if eligible) and incur the higher rider fee or maintain your guaranteed amount at its current level and keep your rider fee the same. For original riders or enhanced rider subject to a fee increase, you will receive a letter from us approximately 30 days before your next annuity contract anniversary. This letter will describe the potential opportunity to elect a step-up to increase your guaranteed income and how to make the election if eligible. You will have a 30 day period beginning on your next contract anniversary to choose whether to step-up and accept the fee increase. For enhanced riders and original riders with contracts purchased on or after 4/29/2005 and if approved in your state, the step-up and new fee will be effective on the date we receive your request for the step-up (Step-up date). For original riders with contracts purchased before 4/29/2005, the step-up will be effective as of your contract anniversary and the fee for your rider will be the fee that was in effect for your current fund on the anniversary. For purposes of determining the duration of the “30 day window” following your contract anniversary to elect to step-up or to transfer funds to lock in any available contract gains, the following will apply:

1. the duration of your window is determined on a calendar day basis;
2. under our current administrative process we will accept your request on the 31st calendar day if we receive it prior to the close of the NYSE; and
3. if your window ends on a day the NYSE is closed, we must receive your request no later than the close of the NYSE on the preceding Valuation Date.

Under the enhanced rider, each year, we will continue to provide you written notice of your options with respect to elective step-ups and the fee increase until you are no longer subject to a fee increase. Once you have taken action that results in a higher fee, you will become eligible for automatic step-ups under the rider.

Before you elect a step-up resulting in an increased rider fee, you should carefully consider the benefit of the contract value gains you are locking-in and the increased rider fee compared to your other options including whether it is appropriate to consider moving to a fund with a lower corresponding rider fee.

Subject to the terms of your contract, we reserve the right to further increase the rider fee up to the maximum limit provided by your rider. Currently, the rider fee does not vary among the Portfolio Stabilizer funds, but we reserve the right to vary the fees among the Portfolio Stabilizer funds in the future.

If you choose the elective step-up, the elective spousal continuation step-up, or change your investment option after we have exercised our rights to increase the rider fee as described above, you will pay the fee that is in effect on the effective date of your step-up or investment option change. On the next contract anniversary, we will calculate an average fee, for the preceding contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each fee was in effect.

The charge does not apply after the annuitization start date.

For an example of how your fee will vary upon elective step-up or spousal continuation step-up, please see Appendix D.

Optional Death Benefit Charges

ROPP Rider Fee

We charge a fee for this optional feature only if you select it.⁽¹⁾ If selected, we deduct an annual charge of 0.20% of your contract value on your contract anniversary at the end of each contract year. We prorate this charge among the subaccounts and fixed account in the same proportion your interest in each account bears to your total contract value, less amounts invested in the GPAs and the Special DCA account. Such charge is only deducted from GPAs and any Special DCA account if insufficient amounts are available in the fixed account and the subaccounts. In this case, we prorate the charge among all accounts in the same proportion your interest in each account bears to your total contract value. We reserve the right to increase the fee for this rider after the tenth rider anniversary to a maximum of 0.30%.

If the contract is terminated for any reason, we will deduct the charge from your contract value at that time, adjusted for the number of calendar days coverage was in effect during the year.

⁽¹⁾ Available if you are 76 or older at the rider effective date. ROPP is included in the standard death benefit if you are age 75 or younger on the contract effective date at no additional cost.

MAV Rider Fee

We charge a fee for this optional feature only if you select it.⁽²⁾ If selected, we deduct an annual charge of 0.25% of your contract value on your contract anniversary at the end of each contract year. We prorate this charge among the subaccounts and fixed account in the same proportion your interest in each account bears to your total contract value, less amounts invested in the GPAs and the Special DCA account. Such charge is only deducted from GPAs and any Special DCA account if insufficient amounts are available in the fixed account and the subaccounts. In this case, we prorate the charge among all accounts in the same proportion your interest in each account bears to your total contract value. We reserve the right to increase the fee for this rider after the tenth rider anniversary to a maximum of 0.35%.

If the contract is terminated for any reason, we will deduct the charge from your contract value at that time, adjusted for the number of calendar days coverage was in effect during the year.

⁽²⁾ Available if you are 75 or younger at the rider effective date. Not available with 5-Year MAV.

5-Year MAV Rider Fee

We charge a fee for this optional feature only if you select it.⁽³⁾ If selected, we deduct an annual charge of 0.10% of your contract value on your contract anniversary at the end of each contract year. We prorate this charge among the subaccounts and fixed account in the same proportion your interest in each account bears to your total contract value, less amounts invested in the GPAs and the Special DCA account. Such charge is only deducted from GPAs and any Special DCA account if insufficient amounts are available in the fixed account and the subaccounts. In this case, we prorate the fee among all accounts in the same proportion your interest in each account bears to your total contract value. We reserve the right to increase the fee for this rider after the tenth rider anniversary to a maximum of 0.20%.

If the contract is terminated for any reason, we will deduct the charge from your contract value at that time, adjusted for the number of calendar days coverage was in effect during the year.

⁽³⁾ Available if you are 75 or younger at the rider effective date. Not available with MAV.

EEB Rider Fee

We charge a fee for this optional feature only if you select it.⁽⁴⁾ If selected, we deduct an annual charge of 0.30% of your contract value on your contract anniversary at the end of each contract year. We prorate this charge among the subaccounts and fixed accounts in the same proportion your interest in each account bears to your total contract value, less amounts invested in the GPAs and the Special DCA account. Such charge is only deducted from GPAs and any Special DCA account if insufficient amounts are available in the fixed account and the subaccounts. In this case, we prorate the charge among all accounts in the same proportion your interest in each account bears to your total contract value. We reserve the right to increase the fee for this rider after the tenth rider anniversary to a maximum of 0.40%.

If the contract is terminated for any reason, we will deduct the charge from your contract value at that time, adjusted for the number of calendar days coverage was in effect during the year.

⁽⁴⁾ Available if you are 75 or younger at the rider effective date. Not available with EEP. May not be available in all states.

EEP Rider Fee

We charge a fee for this optional feature only if you select it.⁽⁵⁾ If selected, we deduct an annual charge of 0.40% of your contract value on your contract anniversary at the end of each contract year. We prorate this charge among the subaccounts and fixed accounts in the same proportion your interest in each account bears to your total contract value, less amounts invested in the GPAs and the Special DCA account. Such charge is only deducted from GPAs and any Special DCA account if insufficient amounts are available in the fixed account and the subaccounts. In this case, we prorate the charge among all accounts in the same proportion your interest in each account bears to your total contract value. We reserve the right to increase the fee for this rider after the tenth rider anniversary to a maximum of 0.50%.

If the contract is terminated for any reason, we will deduct the charge from your contract value at that time, adjusted for the number of calendar days coverage was in effect during the year.

⁽⁵⁾ Available if you are 75 or younger at the rider effective date. Not available with EEB. May not be available in all states. EEP is only available on contracts purchased through a direct transfer or exchange of another annuity or a life insurance policy.

Rider Combination Discount

A fee discount of 0.05% applies if you purchase 5-Year MAV with either EEB or EEP. A fee discount of 0.10% applies if you purchase MAV with either EEB or EEP.

PN Rider Fee

Before May 10, 2010, we deducted an annual charge of 0.10% of your contract value less any excluded accounts on your contract anniversary at the end of each contract year. This fee is no longer applicable beginning May 10, 2010.

Fund Fees and Expenses

There are deductions from and expenses paid out of the assets of the funds that are described in the prospectuses for those funds.

Premium Taxes

Certain state and local governments impose premium taxes on us (up to 3.5%). These taxes depend upon your state of residence or the state in which the contract was issued. Currently, we deduct any applicable premium tax when annuity payouts begin, but we reserve the right to deduct this tax at other times such as when you make purchase payments or when you make a full surrender from your contract.

Valuing Your Investment

We value your accounts as follows:

GPA

We value the amounts you allocate to the GPA directly in dollars. The GPA value equals:

- the sum of your purchase payments and purchase payment credits allocated to the GPA;
- plus any amounts transferred to the GPA from the fixed account or subaccounts;
- plus interest credited;
- minus any amounts transferred from the GPA to the fixed account or any subaccount;
- minus any amounts deducted for charges or surrenders; and/or
- minus any remaining portion of fees where the values of the fixed account and the subaccounts are insufficient to cover those fees.

The Fixed Account

We value the amounts you allocate to the fixed account directly in dollars. The fixed account value equals:

- the sum of your purchase payments and purchase payment credits and transfer amounts allocated to the fixed account;
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges) and amounts transferred out (including any positive or negative MVA on amounts transferred from the GPAs);
- minus any prorated portion of the contract administrative charge;
- minus any prorated portion of the ROPP rider fee (if selected);
- minus any prorated portion of the MAV rider fee (if selected);
- minus any prorated portion of the 5-Year MAV rider fee (if selected);
- minus any prorated portion of the EEB rider fee (if selected);
- minus any prorated portion of the EEP rider fee (if selected);
- minus any prorated portion of the Accumulation Benefit rider fee (if selected)*; and
- minus any prorated portion of the Withdrawal Benefit rider fee (if selected)*.

* The fee can only be deducted from the subaccounts in Washington.

The Special DCA Account

We value the amounts you allocate to the Special DCA account directly in dollars. The Special DCA account value equals:

- the sum of your purchase payments and purchase payment credits allocated to the Special DCA account;
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges);
- minus amounts transferred out; and
- minus any remaining portion of fees where the values of the fixed account and the subaccounts are insufficient to cover those fees.

Subaccounts

We convert amounts you allocated to the subaccounts into accumulation units. Each time you make a purchase payment or transfer amounts into one of the subaccounts or we apply any purchase payment credits to a subaccount, we credit a certain number of accumulation units to your contract for that subaccount. Conversely, we subtract a certain number of accumulation units from your contract each time you take a partial surrender, transfer amounts out of a subaccount, or we assess a contract administrative charge, a surrender charge or charge for any optional riders with annual charges (if applicable).

The accumulation units are the true measure of investment value in each subaccount during the accumulation period. They are related to, but not the same as, the net asset value of the fund in which the subaccount invests. The dollar value of each accumulation unit can rise or fall daily depending on the variable account expenses, performance of the fund and on certain fund expenses. Here is how we calculate accumulation unit values:

Number of units: to calculate the number of accumulation units for a particular subaccount we divide your investment by the current accumulation unit value.

Accumulation unit value: the current accumulation unit value for each subaccount equals the last value times the subaccount's current net investment factor.

We determine the net investment factor by:

- adding the fund's current net asset value per share, plus the per share amount of any accrued income or capital gain dividends to obtain a current adjusted net asset value per share; then
- dividing that sum by the previous adjusted net asset value per share; and
- subtracting the percentage factor representing the mortality and expense risk fee from the result.

Because the net asset value of the fund may fluctuate, the accumulation unit value may increase or decrease. You bear all the investment risk in a subaccount.

Factors that affect subaccount accumulation units: accumulation units may change in two ways — in number and in value.

The number of accumulation units you own may fluctuate due to:

- additional purchase payments you allocate to the subaccounts;
- any purchase payment credits allocated to the subaccounts;
- transfers into or out of the subaccounts (including any positive or negative MVA on amounts transferred from the GPAs);
- partial surrenders;
- surrender charges;

and a deduction of:

- a prorated portion of the contract administrative charge;
- a prorated portion of the ROPP rider charge (if selected);
- a prorated portion of the MAV rider charge (if selected);
- a prorated portion of the 5-Year MAV rider charge (if selected);
- a prorated portion of the EEB rider charge (if selected);
- a prorated portion of the EEP rider charge (if selected);
- a prorated portion of the Accumulation Benefit rider charge (if selected); and/or
- a prorated portion of the Withdrawal Benefit rider charge (if selected).

Accumulation unit values will fluctuate due to:

- changes in fund net asset value;
- fund dividends distributed to the subaccounts;
- fund capital gains or losses;
- fund operating expenses; and/or
- mortality and expense risk fees.

Making the Most of Your Contract

Automated Dollar-Cost Averaging

Currently, you can use automated transfers to take advantage of dollar-cost averaging (investing a fixed amount at regular intervals). Automated transfers from the fixed account to the subaccounts under automated dollar-cost averaging may not exceed an amount that, if continued, would deplete the fixed account within 12 months. For example, you might transfer a set amount monthly from a relatively conservative subaccount to a more aggressive one, or to several others, or from the fixed account to one or more subaccounts. You may not set up an automated transfer to or from the GPAs. You may not set up an automated transfer to the fixed account or the Special DCA account. You may not set up an automated transfer if the Withdrawal Benefit, Accumulation Benefit or PN program is in effect. There is no charge for dollar-cost averaging.

This systematic approach can help you benefit from fluctuations in accumulation unit values caused by fluctuations in the market values of the funds. Since you invest the same amount each period, you automatically acquire more units when the market value falls and fewer units when it rises. The potential effect is to lower your average cost per unit.

How dollar-cost averaging works

Month	Amount invested	Accumulation unit value	Number of units purchased
Jan	\$100	\$20	5.00
Feb	100	18	5.56
Mar	100	17	5.88
Apr	100	15	6.67
May	100	16	6.25
June	100	18	5.56
July	100	17	5.88
Aug	100	19	5.26
Sept	100	21	4.76
Oct	100	20	5.00

By investing an equal number of dollars each month

you automatically buy more units when the per unit market price is low

and fewer units when the per unit market price is high.

You paid an average price of \$17.91 per unit over the 10 months, while the average market price actually was \$18.10.

Dollar-cost averaging does not guarantee that any subaccount will gain in value nor will it protect against a decline in value if market prices fall. Because dollar-cost averaging involves continuous investing, your success will depend upon your willingness to continue to invest regularly through periods of low price levels. Dollar-cost averaging can be an effective way to help meet your long-term goals. For specific features contact your financial advisor.

Special Dollar-Cost Averaging (Special DCA) Program

If your purchase payment is at least \$10,000, you can choose to participate in the Special DCA program (if available). There is no charge for the Special DCA program. Under the Special DCA program, you can allocate a new purchase payment and any applicable purchase payment credit to a six-month Special DCA account according to the following rules:

- You may only allocate a new purchase payment of at least \$10,000 to a Special DCA account.
- You cannot transfer existing contract values into a Special DCA account.
- Each Special DCA arrangement consists of six monthly transfers that begin seven days after we receive your purchase payment.
- We make monthly transfers of your Special DCA account value into the subaccounts you select.
- You may not use the fixed account, GPA account, or the Special DCA account as a destination for the Special DCA monthly transfer. (Exception: if the PN program is in effect and the PN program model portfolio you have selected, if applicable, includes the fixed account, amounts will be transferred from the Special DCA account to the fixed account according to the allocation percentage established for the PN program model portfolio you have selected.)
- We will change the interest rate on each Special DCA account from time to time at our discretion based on factors that include the competition and the interest rate we are crediting to the fixed account at the time of the change. From time to time, we may credit interest to the Special DCA account at promotional rates that are higher than those we credit to the regular fixed account.

- We credit each Special DCA account with the current guaranteed annual rate that is in effect on the date we receive your purchase payment. However, we credit this annual rate over the length of the Special DCA arrangement on the balance remaining in your Special DCA account. Therefore, the net effective interest rate you receive is less than the stated annual rate.
- We do not credit this interest after we transfer the value out of the Special DCA account into the accounts you selected.
- Once you establish a Special DCA account, you cannot allocate additional purchase payments to it. However, you may establish another new Special DCA account (if available on the valuation date we receive your payment) and allocate new purchase payments to it.
- Funding from multiple sources is treated as individual purchase payments and a new Special DCA account is opened for each payment (if the Special DCA accounts are available on the valuation date we receive your payment).
- You may terminate your participation in the Special DCA program at any time. If you do, we will transfer the remaining balance from your Special DCA account to the fixed account. Interest will be credited according to the rates in effect on the fixed account and not the rate that was in effect on the Special DCA account. (Exception: if the PN program is in effect when you elect to end your participation in the Special DCA program, we will transfer the remaining balance to the PN program investment option you have selected).
- We can modify the terms or discontinue the Special DCA program at any time. Any modifications will not affect any purchase payments that are already in a Special DCA account. For more information on the Special DCA program, contact your financial advisor.

The Special DCA program does not guarantee that any subaccount will gain in value nor will it protect against a decline in value if market prices fall. Because dollar-cost averaging involves continuous investing, your success will depend upon your willingness to continue to invest regularly through periods of low price levels. Dollar-cost averaging can be an effective way to help meet your long-term goals.

For an example of how Special DCA dollar-cost averaging works, see table below showing the Special DCA fixed account.

How Special dollar-cost averaging works

By spreading the investment over the term of the Special DCA

you automatically buy more units when the per unit market price is low

and fewer units when the per unit market price is high.

Date	SDCA Balance	Portion Transferred	Amount Transferred	Accumulation unit value	Number of units purchased
Jan 15	\$10,000.00				
Jan 22	10,002.86	1/6	\$1,667.14	\$18	92.62
Feb 22	8,346.26	1/5	1,669.25	15	111.28
Mar 22	6,684.64	1/4	1,671.16	19	87.96
April 22	5,019.83	1/3	1,673.28	17	98.43
May 22	3,350.64	1/2	1,675.32	21	79.78
Jun 22	1,677.44	1/1	1,677.44	20	83.87

You paid an average price of \$18.11. per unit over the 6 months, while the average market price actually was \$18.33.

Asset Rebalancing

You can ask us in writing to have the variable subaccount portion of your contract value allocated according to the percentages (in tenth of a percent amounts) that you choose. We automatically will rebalance the variable subaccount portion of your contract value either quarterly, semi-annually, or annually. The period you select will start to run on the date we record your request. On the first valuation date of each of these periods, we automatically will rebalance your contract value so that the value in each subaccount matches your current subaccount percentage allocations. These percentage allocations must be more than one digit past the decimal numbers. Asset rebalancing does not apply to the GPAs, fixed account or the Special DCA account. There is no charge for asset rebalancing. The contract value must be at least \$2,000.

You can change your percentage allocations or your rebalancing period at any time by contacting us in writing. We will restart the rebalancing period you selected as of the date we record your change. You also can ask us in writing or by any other method acceptable to us, to stop rebalancing your contract value. You must allow 30 days for us to change any instructions that currently are in place. For more information on asset rebalancing, contact your financial advisor.

Different rules apply to asset rebalancing under an asset allocation program (see “Asset Allocation Program” and “Portfolio Navigator Program and Portfolio Stabilizer Funds” below).

Asset Allocation Program

(For contracts purchased prior to Nov. 1, 2005)

For contracts purchased before Nov. 1, 2005, we offered an asset allocation program. You could elect to participate in the asset allocation program and there was no additional charge. If you purchased an optional Withdrawal Benefit rider, you were required to participate in the asset allocation program under the terms of the rider. The asset allocation program described in this section has been replaced with the PN program for all contracts. The following describes the program that existed prior to Nov. 1, 2005.

This asset allocation program allows you to allocate your contract value to a model portfolio that consists of subaccounts and may include the fixed account and certain GPAs, (if available under the asset allocation program) which represent various asset classes. By spreading your contract value among these various asset classes, you may be able to reduce the volatility in your contract value, but there is no guarantee that this will occur.

Asset allocation does not guarantee that your contract will increase in value nor will it protect against a decline in value if market prices fall. You are responsible for determining which model portfolio is best for you. Your sales representative can help you make this determination. In addition, your financial advisor may provide you with a questionnaire, a tool that can help you determine which model portfolio is suited to your needs based on factors such as your investment goals, your tolerance for risk, and how long you intend to invest.

Currently, there are five model portfolios ranging from conservative to aggressive. You may not use more than one model portfolio at a time. You are allowed to request a change to another model portfolio twice per contract year. Each model portfolio specifies allocation percentages to each of the subaccounts, the fixed account and/or any GPAs that make up that model portfolio. By participating in the program, you authorize us to invest your contract value in the subaccounts, the fixed account and/or any GPAs (if included) according to the allocation percentages stated for the specific model portfolio you have selected. You also authorize us to automatically rebalance your contract value quarterly in order to maintain alignment with the allocation percentages specified in the model portfolio.

Special rules will apply to the GPAs if they are included in a model portfolio. Under these rules:

- no MVA will apply when rebalancing occurs within a specific model portfolio (but an MVA will apply if you elect to transfer to a new model portfolio);
- no MVA will apply if you reallocate your contract value according to an updated model portfolio; and
- no MVA will apply when you elect an annuity payout plan while your contract value is invested in a model portfolio (see “Guarantee Period Accounts — Market Value Adjustment”).

If you initially allocate qualifying purchase payments and applicable purchase payment credits to the Special DCA account, when available, (see “The Special DCA Account”) and you are participating in the asset allocation program, we will make monthly transfers from the Special DCA account into the model portfolio you have chosen.

You may not discontinue your participation in the asset allocation program; however, you have the right at all times to make a full surrender of your contract value (see “Surrenders”).

Because the Withdrawal Benefit rider requires that your contract value be invested in one of the model portfolios for the life of the contract, and you cannot terminate the Withdrawal Benefit rider once you have selected it, you must terminate your contract by requesting a full surrender if you no longer wish to participate in any of the model portfolios. Surrender charges and tax penalties may apply. **Therefore, you should not select the Withdrawal Benefit rider if you do not intend to continue participating in one of the model portfolios for the life of the contract.**

Under the asset allocation program, the subaccounts, the fixed account and/or any GPAs (if included) that make up the model portfolio you selected and the allocation percentages to those subaccounts, the fixed account and/or any GPAs (if included) will not change unless we adjust the composition of the model portfolio to reflect the liquidation, substitution or merger of an underlying fund, a change of investment objective by an underlying fund or when an underlying fund stops selling its shares to the variable account. We reserve the right to change the terms and conditions of the asset allocation program upon written notice to you.

If permitted under applicable securities law, we reserve the right to:

- reallocate your current model portfolio to an updated version of your current model portfolio; or
- substitute a fund of funds for your current model portfolio.

We also reserve the right to discontinue the asset allocation program. We will give you 30 days’ written notice of any such change.

Portfolio Navigator Program (PN Program) and Portfolio Stabilizer Funds

PN Program. You are required to participate in the PN program if your contract includes optional living benefit riders. Under the PN program your contract value is allocated to a PN program investment option. The PN program investment options are currently five funds of funds, each of which invests in underlying funds in proportions that vary among the funds of funds in light of each fund of funds’ investment objective (“Portfolio Navigator funds”).

The PN program is available for both nonqualified and qualified annuities. The PN program also allows those who participated in a previous version of the PN program and who previously opted out of the transfer of their contract value to Portfolio Navigator funds to remain invested in accordance with a “static” PN program model portfolio investment option that is not subject to updating or reallocation. For more information on the static model portfolios, see “The static model portfolios” below.

The Portfolio Navigator funds. We offer the following Portfolio Navigator funds:

1. Variable Portfolio – Aggressive Portfolio
2. Variable Portfolio – Moderately Aggressive Portfolio
3. Variable Portfolio – Moderate Portfolio
4. Variable Portfolio – Moderately Conservative Portfolio
5. Variable Portfolio – Conservative Portfolio

Each Portfolio Navigator fund is a fund of funds with the investment objective of seeking a high level of total return consistent with a certain level of risk, which it seeks to achieve by investing in various underlying funds. For additional information about the Portfolio Navigator funds’ investment strategies, see the Funds’ prospectus.

If your contract does not include one of the living benefit riders, you may not participate in the PN program, but you may choose to allocate your contract value to one or more of the Portfolio Navigator funds.

Beginning November 18, 2013, if you have selected one of the optional living benefit riders, as an alternative to the Portfolio Navigator funds in the PN program, we have made available to you additional new funds, known as Portfolio Stabilizer funds. **The Portfolio Stabilizer funds.** The following Portfolio Stabilizer funds currently available are:

1. Variable Portfolio – Managed Risk Fund (Class 2)⁽¹⁾
2. Variable Portfolio – Managed Risk U.S. Fund (Class 2)⁽¹⁾
3. Variable Portfolio – Managed Volatility Growth Fund (Class 2)
4. Variable Portfolio – Managed Volatility Moderate Growth Fund (Class 2)
5. Variable Portfolio – Managed Volatility Conservative Growth Fund (Class 2)
6. Variable Portfolio – Managed Volatility Conservative Fund (Class 2)
7. Variable Portfolio – U.S. Flexible Growth Fund (Class 2)⁽¹⁾
8. Variable Portfolio – U.S. Flexible Moderate Growth Fund (Class 2)⁽¹⁾
9. Variable Portfolio – U.S. Flexible Conservative Growth Fund (Class 2)⁽¹⁾

⁽¹⁾ Available on or after Sept. 18, 2017.

Each Portfolio Stabilizer fund has an investment objective of pursuing total return while seeking to manage the Fund’s exposure to equity market volatility. For additional information about the Portfolio Stabilizer funds’ investment strategies, see the Funds’ prospectuses.

You may choose to remain invested in your current Portfolio Navigator fund, move to a different Portfolio Navigator fund, or move to a Portfolio Stabilizer fund. Your decision should be made based on your own individual investment objectives and financial situation, and in consultation with your financial adviser.

Please note that if you are currently invested in a Portfolio Navigator fund as part of the PN program and choose to reallocate your contract value to a Portfolio Stabilizer fund, you will no longer have access to any of the Portfolio Navigator funds, but you may change to any one of the other Portfolio Stabilizer funds, subject to the transfer limits applicable to your rider.

If your contract does not include living benefit riders, you may not participate in the PN program, but you may choose to allocate your contract value to one or more of the Portfolio Navigator funds. Beginning May 1, 2015, you may also choose to allocate your contract value to one or more of the Portfolio Stabilizer funds.

You should review any PN program, Portfolio Navigator and Portfolio Stabilizer funds information, including Funds’ prospectuses, carefully. Your financial advisor can provide you with additional information and can answer questions you may have on the PN program, Portfolio Navigator and Portfolio Stabilizer funds.

PN Program static model portfolios. If you have chosen to remain invested in a “static” PN program model portfolio, your assets will remain invested in accordance with your current model portfolio, and you will not be provided with any updates to the model portfolio or reallocation recommendations. (The last such reallocation recommendation was provided in 2009.) Each model portfolio consists of underlying funds and/or any GPAs (if included) in accordance with the allocation percentages stated for the model portfolio. By participating in the PN program through a model portfolio, you have instructed us to automatically rebalance your contract value quarterly in order to maintain alignment with these allocation percentages.

Special rules apply to the GPAs if they are included in a model portfolio. Under these rules:

- no MVA will apply when rebalancing occurs within a specific model portfolio (but an MVA may apply if you elect to transfer to a fund of funds);
- no MVA will apply when you elect an annuity payout plan while your contract value is invested in a model portfolio. (See “Guarantee Period Accounts — Market Value Adjustment.”)

If you choose to remain in a static model portfolio, the investments and investment styles and policies of the underlying funds in which your contract value is invested may change. Accordingly, your model portfolio may change so that it is no longer appropriate for your needs, even though your allocations to underlying funds do not change. Furthermore, the absence of periodic updating means that existing underlying funds will not be replaced as may be appropriate due to poor performance, changes in management personnel, liquidation, merger or other factors. Your financial advisor can help you determine whether your continued investment in a static model portfolio is appropriate for you.

Investing in the Portfolio Stabilizer funds, the Portfolio Navigator funds and PN program static model portfolios (the Funds). You are responsible for determining which investment option is best for you. Currently, the PN program includes five Portfolio Navigator funds (and under the previous PN program, five static model portfolios investment options), with risk profiles ranging from conservative to aggressive in relation to one another. There are nine Portfolio Stabilizer funds currently available. If your contract includes a living benefit rider you may only invest in one Portfolio Navigator fund at a time. If your contract includes a living benefit rider and you invest in Portfolio Stabilizer fund, effective Sept. 18, 2017, you may invest in more than one Portfolio Stabilizer fund at a time. Your financial advisor can help you determine which investment option most closely matches your investing style, based on factors such as your investment goals, your tolerance for risk and how long you intend to invest. There is no guarantee that the investment option you select is appropriate for you based on your investment objectives and/or risk profile. We and Columbia Management are not responsible for your decision to select a certain investment option or your decision to transfer to a different investment option.

If you initially allocate qualifying purchase payments to the Special DCA fixed account, when available (see “The Special DCA Fixed Account”), and you are invested in one of the Portfolio Stabilizer or Portfolio Navigator funds, we will make monthly transfers in accordance with your instructions from the Special DCA fixed account, into the investment option or model portfolio you have chosen.

Before you decide to transfer contract value to one of the Portfolio Stabilizer funds, you and your financial advisor should carefully consider the following:

- Whether the Portfolio Stabilizer fund meets your personal investment objectives and/or risk tolerance.
- Whether you would like to continue to invest in a Portfolio Navigator fund. If you decide to transfer your contract value to a Portfolio Stabilizer fund, you permanently lose your ability to invest in any of the Portfolio Navigator funds if you have a living benefit rider. If you decide to no longer invest your contract value in the Portfolio Stabilizer funds, your only option will be to terminate your contract by requesting a full surrender. **Surrender charges and tax penalties may apply.**
- Whether the total expenses associated with an investment in a Portfolio Stabilizer fund is appropriate for you. For total expenses associated with the rider, you should consider not only the variation of the rider fee, but also the variation in fees among the various funds. You should also consider your overall investment objective, as well as how total fees and your selected fund’s investment objective may impact the amount of any step up opportunities in the future.

If your contract includes a living benefit rider, you may request a change to your Fund selection up to four times per contract year by written request on an authorized form or by another method agreed to by us. If you make such a change, we may charge you a higher fee for your rider. However, an initial transfer from a Portfolio Navigator fund to a Portfolio Stabilizer fund will not count toward the limit of four transfers per year. If you decide to annuitize your contract, your rider will terminate and you will no longer have access to the Portfolio Stabilizer funds.

Substitution and modification. We reserve the right to add, remove or substitute Funds. We also reserve the right, upon notification to you, to close or restrict any Fund. Any change will apply to current allocations and/or to future payments and transfers. If your living benefit rider is terminated, you may remain invested in the Portfolio Stabilizer funds, but you will not be allowed to allocate future purchase payments or make transfers to these funds. Any substitution of Funds may be subject to SEC or state insurance departments approval.

We reserve the right to change the terms and conditions of the PN program or to change the availability of the investment options upon written notice to you. This includes but is not limited to the right to:

- limit your choice of investment options based on the amount of your initial purchase payment;
- cancel required participation in the program after 30 days written notice;
- substitute a fund of funds for your model portfolio, if applicable, if permitted under applicable securities law; and
- discontinue the PN program after 30 days written notice.

Risks associated with the Funds. An investment in a Fund involves risk. Principal risks associated with an investment in a Fund may be found in the relevant Fund's prospectus. There is no assurance that the Funds will achieve their respective investment objectives. In addition, there is no guarantee that the Fund's strategy will have its intended effect or that it will work as effectively as is intended.

Investing in the Funds does not guarantee that your contract will increase in value nor will it protect in a decline in value if market prices fall. Depending on future market conditions and considering only the potential return on your investment in the Fund, you might benefit (or benefit more) from selecting alternative investment options.

For more information and a list of the risks associated with investing in the Funds, including volatility and volatility management risk associated with Portfolio Stabilizer funds, please consult the applicable Funds' prospectuses and "The Variable Account and the Funds – Conflicts of Interest with Certain Funds Advised by Columbia Management" section in this prospectus.

Conflicts of interest. In providing investment advisory services for the Funds and the underlying funds in which those Funds respectively invest, Columbia Management is, together with its affiliates, including us, subject to competing interests that may influence its decisions.

For additional information regarding the conflicts of interest to which Columbia Management may be subject, see the Funds' prospectuses and "The Variable Account and the Funds – Conflicts of Interest with Certain Funds Advised by Columbia Management" section in this prospectus.

Living benefit riders requiring participation in the PN program or investing in the Portfolio Stabilizer funds:

- **Accumulation Benefit rider:** You cannot terminate the Accumulation Benefit rider. As long as the Accumulation Benefit rider is in effect, your contract value must be invested in one of the PN program investment options or in the Portfolio Stabilizer funds. The Accumulation Benefit rider automatically ends at the end of the waiting period and you then have the option to cancel your participation in the PN program. At all other times, if you do not want to invest in any of the PN program investment options or the Portfolio Stabilizer funds, you must terminate your contract by requesting a full surrender. Surrender charges and tax penalties may apply.
- **Withdrawal Benefit rider:** The Withdrawal Benefit rider requires that your contract value be invested in one of the PN program investment options or in the Portfolio Stabilizer funds for the life of the contract. Subject to state restrictions, we reserve the right to limit the number of investment options from which you can select based on the dollar amount of purchase payments you make. Because you cannot terminate the Withdrawal Benefit rider once you have selected it, you must terminate your contract by requesting a full surrender if you do not want to invest in any of the PN program investment options or the Portfolio Stabilizer funds. Surrender charges and tax penalties may apply.

Transferring Among Accounts

The transfer rights discussed in this section do not apply if you have selected one of the optional living benefit riders.

You may transfer contract value from any one subaccount, GPAs or the fixed account, to another subaccount before annuity payouts begin. Certain restrictions apply to transfers involving the GPAs and the fixed account.

The date your request to transfer will be processed depends on when and how we receive it:

For transfer requests received in writing:

- If we receive your transfer request at our Service Center in good order before the close of business, we will process your transfer using the accumulation unit value we calculate on the valuation date we received your transfer request.
- If we receive your transfer request at our Service Center in good order at or after the close of business, we will process your transfer using the accumulation unit value we calculate on the next valuation date after we received your transfer request.

For transfer requests received by phone:

- If we receive your transfer request at our Service Center in good order before the close of the NYSE, we will process your transfer using the accumulation unit value we calculate on the valuation date we received your transfer request.
- If we receive your transfer request at our Service Center in good order at or after the close of the NYSE, we will process your transfer using the accumulation unit value we calculate on the next valuation date after we received your transfer request.

There is no charge for transfers. Before making a transfer, you should consider the risks involved in changing investments. Transfers out of the GPAs will be subject to an MVA if done more than 30 days before the end of the guarantee period.

Subject to state regulatory requirements, we may suspend or modify transfer privileges at any time.

For information on transfers after annuity payouts begin, see "Transfer policies" below.

Transfer policies

- Before annuity payouts begin, you may transfer contract values between the subaccounts, or from the subaccounts to the GPAs and fixed account at any time. The amount transferred to any GPA must be at least \$1,000. However, if you made a transfer from the fixed account to the subaccounts or the GPAs, you may not make a transfer from any subaccount or GPA back to the fixed account until the next contract anniversary. We have reserved the right to limit transfers to the regular fixed account if the interest rate we are then currently crediting to the regular fixed account is equal to the minimum interest rate stated in the contract. Effective on April 6, 2020⁽¹⁾, if the fixed account minimum interest rate stated in your contract is 3%, transfers to the fixed account (if allowed under your contract), are limited so the amount of contract value transferred to the fixed account cannot result in the value of the fixed account being greater than 20% of the contract value. If the fixed account is currently 20% or more of the contract value, we will not accept any transfers to the fixed account. If the fixed account is 20% or more of the contract value, you will not be required to transfer out of the fixed account. Additional transfers into the fixed account will not be allowed unless the value of the fixed account drops to less than 20% of the contract value.

⁽¹⁾ This restriction does not apply to contracts issued in Massachusetts.

- You may transfer contract values from the fixed account to the subaccounts or the GPAs once a year during a 31-day transfer period starting on each contract anniversary (except for automated transfers, which can be set up at any time for certain transfer periods subject to certain minimums). Transfers from the fixed account are not subject to an MVA.

Currently, transfers out of the fixed account are limited to the greater of: a) 30% of the fixed account value at the beginning of the contract year, or b) the amount transferred out of the fixed account in the previous contract year, excluding any automated transfer amounts. Because of this limitation, it may take you several years to transfer all your contract value from the fixed account. You should carefully consider whether the fixed account meets your investment criteria before you invest. If an automated dollar-cost averaging arrangement is established at contract issue, the 30% limitation does not apply to transfers made from the fixed account to the subaccounts for the duration of this initial arrangement.

- You may transfer contract values from any GPA to the subaccounts, fixed account or other GPA any time after 60 days of transfer or payment allocation into such GPA. Transfers made more than 30 days before the end of the guarantee period will receive an MVA, which may result in a gain or loss of contract value, unless an exception applies (see “The Guarantee Period Accounts (GPAs) — Market Value Adjustment (MVA)”).
- If we receive your request within 30 days before the contract anniversary date, the transfer from the fixed account to the subaccounts will be effective on the anniversary.
- If we receive your request on or within 30 days after the contract anniversary date, the transfer from the fixed account to the subaccounts or GPAs will be effective on the valuation date we receive it.
- We will not accept requests for transfers from the fixed account at any other time.
- You may not make a transfer to the Special DCA account.
- Once annuity payouts begin, you may not make transfers to or from the GPAs or the fixed account, but you may make transfers once per contract year among the subaccounts. During the annuity payout period, you cannot invest in more than five subaccounts at any one time unless we agree otherwise. When annuity payments begin, you must transfer all contract value out of any GPAs and Special DCAs.

Market Timing

Market timing can reduce the value of your investment in the contract. If market timing causes the returns of an underlying fund to suffer, contract value you have allocated to a Subaccount that invests in that underlying fund will be lower too. Market timing can cause you, any joint owner of the contract and your beneficiary(ies) under the contract a financial loss.

We seek to prevent market timing. Market timing is frequent or short-term trading activity. We do not accommodate short-term trading activities. Do not buy a contract if you wish to use short-term trading strategies to manage your investment. The market timing policies and procedures described below apply to transfers among the Subaccounts within the contract. The underlying funds in which the Subaccounts invest have their own market timing policies and procedures. The market timing policies of the underlying funds may be more restrictive than the market timing policies and procedures we apply to transfers among the Subaccounts of the contract, and may include redemption fees. We reserve the right to modify our market timing policies and procedures at any time without prior notice to you.

Market timing may hurt the performance of an underlying fund in which a Subaccount invests in several ways, including but not necessarily limited to:

- diluting the value of an investment in an underlying fund in which a Subaccount invests;
- increasing the transaction costs and expenses of an underlying fund in which a Subaccount invests; and

- preventing the investment adviser(s) of an underlying fund in which a Subaccount invests from fully investing the assets of the Fund in accordance with the Fund's investment objectives.

Funds available as investment options under the contract that invest in securities that trade in overseas securities markets may be at greater risk of loss from market timing, as market timers may seek to take advantage of changes in the values of securities between the close of overseas markets and the close of U.S. markets. Also, the risks of market timing may be greater for underlying funds that invest in securities such as small cap stocks, high yield bonds, or municipal securities, that may be traded infrequently.

In order to help protect you and the underlying funds from the potentially harmful effects of market timing activity, we apply the following market timing policy to discourage frequent transfers of contract value among the Subaccounts of the Variable Account:

We try to distinguish market timing from transfers that we believe are not harmful, such as periodic rebalancing for purposes of an asset allocation, dollar-cost averaging and asset rebalancing program that may be described in this prospectus. There is no set number of transfers that constitutes market timing. Even one transfer in related accounts may be market timing. We seek to restrict the transfer privileges of a contract owner who makes more than three Subaccount transfers in any 90 day period. We also reserve the right to refuse any transfer request, if, in our sole judgment, the dollar amount of the transfer request would adversely affect unit values.

If we determine, in our sole judgment, that your transfer activity constitutes market timing, we may modify, restrict or suspend your transfer privileges to the extent permitted by applicable law, which may vary based on the state law that applies to your contract and the terms of your contract. These restrictions or modifications may include, but not be limited to:

- requiring transfer requests to be submitted only by first-class U.S. mail;
- not accepting hand-delivered transfer requests or requests made by overnight mail;
- not accepting telephone or electronic transfer requests;
- requiring a minimum time period between each transfer;
- not accepting transfer requests of an agent acting under power of attorney;
- limiting the dollar amount that you may transfer at any one time;
- suspending the transfer privilege; or
- modifying instructions under an automated transfer program to exclude a restricted fund if you do not provide new instructions.

Subject to applicable state law and the terms of each contract, we will apply the policy described above to all contract owners uniformly in all cases. We will notify you in writing after we impose any modification, restriction or suspension of your transfer rights.

Because we exercise discretion in applying the restrictions described above, we cannot guarantee that we will be able to identify and restrict all market timing activity. In addition, state law and the terms of some contracts may prevent us from stopping certain market timing activity. Market timing activity that we are unable to identify and/or restrict may impact the performance of the underlying funds and may result in lower contract values.

In addition to the market timing policy described above, which applies to transfers among the Subaccounts within your contract, you should carefully review the market timing policies and procedures of the underlying funds. The market timing policies and procedures of the underlying funds may be materially different than those we impose on transfers among the Subaccounts within your contract and may include mandatory redemption fees as well as other measures to discourage frequent transfers. As an intermediary for the underlying funds, we are required to assist them in applying their market timing policies and procedures to transactions involving the purchase and exchange of Fund shares. This assistance may include but not be limited to providing the underlying fund upon request with your Social Security Number, Taxpayer Identification Number or other United States government-issued identifier and the details of your contract transactions involving the underlying fund. An underlying fund, in its sole discretion, may instruct us at any time to prohibit you from making further transfers of contract value to or from the underlying fund, and we must follow this instruction. We reserve the right to administer and collect on behalf of an underlying fund any redemption fee imposed by an underlying fund. Market timing policies and procedures adopted by underlying funds may affect your investment in the contract in several ways, including but not limited to:

- Each Fund may restrict or refuse trading activity that the Fund determines, in its sole discretion, represents market timing.
- Even if we determine that your transfer activity does not constitute market timing under the market timing policies described above which we apply to transfers you make under the contract, it is possible that the underlying fund's market timing policies and procedures, including instructions we receive from a Fund, may require us to reject your transfer request. For example, we will attempt to execute transfers permitted under any asset allocation, dollar-cost averaging and asset rebalancing programs that may be described in this prospectus, we cannot guarantee that an

underlying fund's market timing policies and procedures will do so. Orders we place to purchase Fund shares for the Variable Accounts are subject to acceptance by the Fund. We reserve the right to reject without prior notice to you any transfer request if the Fund does not accept our order.

- Each underlying fund is responsible for its own market timing policies, and we cannot guarantee that we will be able to implement specific market timing policies and procedures that a Fund has adopted. As a result, a Fund's returns might be adversely affected, and a Fund might terminate our right to offer its shares through the Variable Account.
- Funds that are available as investment options under the contract may also be offered to other intermediaries who are eligible to purchase and hold shares of the Fund, including without limitation, separate accounts of other insurance companies and certain retirement plans. Even if we are able to implement a Fund's market timing policies, we cannot guarantee that other intermediaries purchasing that same Fund's shares will do so, and the returns of that Fund could be adversely affected as a result.

For more information about the market timing policies and procedures of an underlying fund, the risks that market timing pose to that Fund, and to determine whether an underlying fund has adopted a redemption fee, see that Fund's prospectus.

How to Request a Transfer or Surrender

1 By letter

Send your name, contract number, Social Security Number or Taxpayer Identification Number* and signed request for a transfer or surrender to:

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

Minimum amount

Transfers or surrenders: \$250 or entire account balance

Maximum amount

Transfers or surrenders: Contract value or entire account balance

* Failure to provide your Social Security Number or Taxpayer Identification Number may result in mandatory tax withholding on the taxable portion of the distribution.

2 By automated transfers and automated partial surrenders

Your financial advisor can help you set up automated transfers or partial surrenders among your subaccounts or fixed account (if available).

You can start or stop this service by written request or other method acceptable to us. You must allow 30 days for us to change any instructions that are currently in place.

- Automated transfers to the GPAs, the fixed account or the Special DCA account are not allowed.
- Automated transfers from the fixed account to the subaccounts under an automated dollar-cost averaging arrangement may not exceed an amount that, if continued, would deplete the fixed account within 12 months.
- Automated surrenders may be restricted by applicable law under some contracts.
- You may not make additional systematic payments if automated partial surrenders are in effect.
- Automated partial surrenders may result in income taxes and penalties on all or part of the amount surrendered.
- The balance in any account from which you make an automated transfer or automated partial surrender must be sufficient to satisfy your instructions. If not, we will suspend your entire automated arrangement until the balance is adequate.
- If we must suspend your automated transfer or automated partial surrender arrangement for six months, we reserve the right to discontinue the arrangement in its entirety.
- If the PN program is in effect, you are not allowed to set up automated transfers except in connection with a Special DCA account.
- If you have Withdrawal Benefit rider, you may set up automated partial surrenders up to the benefit amount available for withdrawal under the rider.

Minimum amount

Transfers or surrenders: \$50

Maximum amount

Transfers or surrenders: None (except for automated transfers from the fixed account)

**By telephone**

Call:

1-800-862-7919

Minimum amount

Transfers or surrenders: \$250 or entire account balance

Maximum amount

Transfers: Contract value or entire account balance

Surrenders: \$100,000

We answer telephone requests promptly, but you may experience delays when the call volume is unusually high. If you are unable to get through, use the mail procedure as an alternative.

We will honor any telephone transfer or surrender requests that we believe are authentic and we will use reasonable procedures to confirm that they are. This includes asking identifying questions and recording calls. As long as we follow the procedures, we (and our affiliates) will not be liable for any loss resulting from fraudulent requests.

Telephone transfers or surrenders are automatically available. You may request that telephone transfers or surrenders not be authorized from your account by writing to us.

Surrenders

You may surrender all or part of your contract at any time before the settlement date by sending us a written request or calling us.

The date your surrender request will be processed depends on when and how we receive it:

For surrender requests received in writing:

- If we receive your surrender request at our Service Center in good order before the close of business, we will process your surrender using the accumulation unit value we calculate on the valuation date we received your surrender request.
- If we receive your surrender request at our Service Center in good order at or after the close of business, we will process your surrender using the accumulation unit value we calculate on the next valuation date after we received your surrender request.

For surrender requests received by phone:

- If we receive your surrender request at our Service Center in good order before the close of the NYSE, we will process your surrender using the accumulation unit value we calculate on the valuation date we received your surrender request.
- If we receive your surrender request at our Service Center in good order at or after the close of the NYSE, we will process your surrender using the accumulation unit value we calculate on the next valuation date after we received your surrender request.

You may have to pay a contract administrative charge, surrender charges, or any applicable optional rider charges (see “Charges”). Federal income taxes and penalties as well as state and local income taxes may apply (see “Taxes”). You cannot take surrenders after annuity payouts begin except under Plan E (see “The Annuity Payout Period – Annuity Payout Plans”).

Any partial surrender you take under the contract will reduce your contract value. As a result, the value of your death benefit or any optional benefits you have elected also will be reduced. If you have elected the Withdrawal Benefit rider and your partial surrenders in any contract year exceed the permitted surrender amount under the terms of the Withdrawal Benefit rider, your benefits under the rider may be reduced (see “Optional Benefits — Guaranteed Minimum Withdrawal Benefit”). Any partial surrender request that exceeds the amount allowed under the riders and impacts the guarantees provided, will not be considered in good order until we receive a signed Benefit Impact Acknowledgement form showing the projected effect of the surrender on the rider benefits or a verbal acknowledgement that you

understand and accept the impacts that have been explained to you. In addition, surrenders you are required to take to satisfy the RMDs under the Code may reduce the value of certain death benefits and optional benefits (see “Taxes – Qualified Annuities – Required Minimum Distributions”).

Surrender Policies

If you have a balance in more than one account and you request a partial surrender, we will withdraw money from all your subaccounts and/or the fixed account, in the same proportion as your value in each account correlates to your total contract value, less any GPA or Special DCA account, unless you request otherwise. We will not withdraw money for a partial surrender from any GPAs or Special DCA account you may have, unless insufficient amounts are available from your subaccounts and/or fixed account. However, you may request specifically surrender from a GPA or Special DCA account. The minimum contract value after partial surrender is \$600.

Receiving Payment

1 By regular or express mail

- payable to you;
- mailed to address of record.

NOTE: We will charge you a fee if you request express mail delivery.

2 By electronic payment

- request that payment be sent electronically to your bank;
- pre-authorization required.

We may choose to permit you to have checks issued and delivered to an alternate payee or to an address other than your address of record. We may also choose to allow you to direct wires or other electronic payments to accounts owned by a third-party. We may have additional good order requirements that must be met prior to processing requests to make any payments to a party other than the owner or to an address other than the address of record. These requirements will be designed to ensure owner instructions are genuine and to prevent fraud.

NOTE: We will charge you a fee if you request that payment be wired to your bank. For instructions, please contact your financial advisor.

Normally, we will send the payment within seven days after receiving your request in good order. However, we may postpone the payment if:

- the NYSE is closed, except for normal holiday and weekend closings;
- trading on the NYSE is restricted, according to SEC rules;
- an emergency, as defined by SEC rules, makes it impractical to sell securities or value the net assets of the accounts; or
- the SEC permits us to delay payment for the protection of security holders.

We may also postpone payment of the amount attributable to a purchase payment as part of the total surrender amount until cleared from the originating financial institution.

TSA — Special Provisions

Participants in Tax-Sheltered Annuities

If the contract is intended to be used in connection with an employer sponsored 403(b) plan, additional rules relating to this contract can be found in the annuity endorsement for tax sheltered 403(b) annuities. Unless we have made special arrangements with your employer, the contract is not intended for use in connection with an employer sponsored 403(b) plan that is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In the event that the employer either by affirmative election or inadvertent action causes contributions under a plan that is subject to ERISA to be made to this contract, we will not be responsible for any obligations and requirements under ERISA and the regulations thereunder, unless we have prior written agreement with the employer. You should consult with your employer to determine whether your 403(b) plan is subject to ERISA.

In the event we have a written agreement with your employer to administer the plan pursuant to ERISA, special rules apply as set forth in the TSA endorsement.

The employer must comply with certain nondiscrimination requirements for certain types of contributions under a TSA contract to be excluded from taxable income. You should consult your employer to determine whether the nondiscrimination rules apply to you.

The Code imposes certain restrictions on your right to receive early distributions from a TSA:

- Distributions attributable to salary reduction contributions (plus earnings) made after Dec. 31, 1988, or to transfers or rollovers from other contracts, may be made from the TSA only if:
 - you are at least age 59½;
 - you are disabled as defined in the Code;
 - you severed employment with the employer who purchased the contract;
 - the distribution is because of your death;
 - the distribution is due to plan termination;
 - you are a qualifying military reservist;
 - you are terminally ill as defined in the Code;
 - you are adopting or are having a baby;
 - you are supplying Personal or Family Emergency Expense;
 - you are a Domestic Abuse Victim: or
 - you are in need to cover Expenses and losses on account of a FEMA declared disaster.
- If you encounter a financial hardship (as provided by the Code), you may be eligible to receive a distribution of all contract values attributable to salary reduction contributions made after Dec. 31, 1988, but not the earnings on them.
- Even though a distribution may be permitted under the above rules, it may be subject to IRS taxes and penalties (see “Taxes”).
- The above restrictions on distributions do not affect the availability of the amount credited to the contract as of Dec. 31, 1988. The restrictions also do not apply to transfers or exchanges of contract value within the contract, or to another registered variable annuity contract or investment vehicle available through the employer.
- If the contract has a loan provision, the right to receive a loan is described in detail in your contract. Loans will not be available if you have selected the Withdrawal Benefit or Accumulation Benefit rider.

Changing Ownership

You may change ownership of your nonqualified annuity at any time by completing a change of ownership form we approve and sending it to our Service Center. If you are a natural person and you own a nonqualified annuity, you may change the annuitant or successor annuitant if the request is made before annuity payments begin and while the existing annuitant is living. The change will become binding on us when we receive and record it. We will honor any change of ownership request received in good order that we believe is authentic and we will use reasonable procedures to confirm authenticity. If we follow these procedures, we will not take any responsibility for the validity of the change.

Please consider carefully whether or not you wish to change ownership of your nonqualified annuity if you have elected the ROPP, MAV, 5-Year MAV, EEB, EEP, Accumulation Benefit or Withdrawal Benefit. If you change ownership of your contract, we will terminate the ROPP and EEP. This includes both the EEP Part I benefits and the EEP Part II benefits. (See the description of these terms in “Optional Benefits”.) In addition, the terms of the EEB, MAV and the 5-Year MAV will change due to a change of ownership. If the new owner is older than age 75, the EEB will terminate. Otherwise, the EEB will effectively “start over.” We will treat the EEB as if it is issued on the day the change of ownership is made, using the attained age of the new owner as the “issue age” to determine the benefit levels. The account value on the date of the ownership change will be treated as a “purchase payment” in determining future values of “earnings at death” under the EEB. If the new owner is older than age 75, the MAV and 5-Year MAV will terminate. If the MAV or the 5-Year MAV on the date of ownership change is greater than the account value on the date of the ownership change, we will set the MAV or the 5-Year MAV equal to the account value. Otherwise, the MAV or the 5-Year MAV value will not change due to a change in ownership. The Accumulation Benefit rider and the Withdrawal Benefit rider will continue upon change of ownership. Please see the descriptions of these riders in “Optional Benefits.”

The rider charges described in “Charges” will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force) for any rider that continues after a change of ownership. We reserve the right to assess charges for the number of days the rider was in force for any rider that is terminated due to a change of ownership.

If you have a nonqualified annuity, you may incur income tax liability by transferring, assigning or pledging any part of it. (See “Taxes.”)

If you have a qualified annuity, you may not sell, assign, transfer, discount or pledge your contract as collateral for a loan, or as security for the performance of an obligation or for any other purpose except as required or permitted by the Code. However, if the owner is a trust or custodian, or an employer acting in similar capacity, ownership of the contract may be transferred to the annuitant.

Benefits Available Under the Contract

The following table summarizes information about the benefits available under the Contract.

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Standard Benefits (no additional charge)				
Dollar Cost Averaging	Allows the systematic transfer of a specified dollar amount among the subaccounts or from the regular fixed account to one or more eligible subaccounts	N/A	N/A	<ul style="list-style-type: none"> • Not allowed to the GPAs, the regular fixed account or the Special DCA fixed account • Not allowed if the PN program is in effect, except in connection with the a Special DCA fixed account • Not available with a living benefit
Special Dollar Cost Averaging (SDCA)	Allows the systematic transfer from the Special DCA fixed account to one or more eligible subaccounts	N/A	N/A	<ul style="list-style-type: none"> • Must be funded with a purchase payment of at least \$10,000, not transferred contract value • Only 6-month option are available • Transfers occur on a monthly basis and the first monthly transfer occurs seven days after we receive your purchase payment • You may not use the regular fixed account, GPA account, or the Special DCA fixed account as a destination for the Special DCA monthly transfer. Certain exceptions apply
Asset Rebalancing	Allows you to have your investments periodically rebalanced among the subaccounts to your pre-selected percentages	N/A	N/A	<ul style="list-style-type: none"> • You must have \$2,000 in Contract Value to participate. • We require 30 days notice for you to change or cancel the program • You can request rebalancing to be done either quarterly, semiannually or annually • Other restrictions may apply under the Portfolio Navigator Program
Portfolio Navigator (PN) Program and Portfolio Stabilizer funds	Your contract value is allocated to the PN program investment options or Portfolio Stabilizer funds	N/A	N/A	<ul style="list-style-type: none"> • Required for contracts with living benefit riders

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Automated Partial Surrenders/ Systematic Withdrawals	Allows automated partial surrenders from the contract	N/A	N/A	<ul style="list-style-type: none"> • Additional systematic payments are not allowed with automated partial surrenders • For contracts with a Withdrawal Benefit rider, you may set up automated partial surrenders up to the benefit available for withdrawals under the rider • May result in income taxes and IRS penalty on all or a portion of amounts surrendered
Nursing Home or Hospital Confinement	Allows you to withdraw contract value without a surrender charge	N/A	N/A	<ul style="list-style-type: none"> • You must be under age 76 on the contract issue date and the confinement must start after the contract issue date • You must be confined to a hospital or nursing home for the prior 60 days • Amount withdrawn must be paid directly to you • Contract value is reduced by any purchase payment credits credited within 12 months of a withdrawal
Terminal Illness	Allows you to withdraw contract value without a surrender charge	N/A	N/A	<ul style="list-style-type: none"> • You must be under age 76 on the date the contract was issued • Must be terminally ill and not expected to live more than 12 months; a licensed physician certifies to your illness, life expectancy and the date the terminal illness was initially diagnosed • Amount withdrawn must be paid directly to you • Contract value is reduced by any purchase payment credits credited within 12 months of a withdrawal

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Standard Death Benefit (available for contract owners age 75 and younger at issue)	Provides a minimum death benefit equal to the greater of Contract Value, less any purchase payment credits subject to reversal, less any applicable rider charges or purchase payment minus adjusted partial surrenders	N/A	N/A	<ul style="list-style-type: none"> • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals, and such reductions could be significant • Annuitizing the Contract terminates the benefit • Contract Value is reduced by any purchase payment credits and any applicable rider charges applied within 12 months of the date of death • When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments, and contract value is reduced by any purchase payment credits applied within 12 months of death and any applicable rider charges.
Standard Death Benefit (available if any contract owner is age 76 and older at issue)	Provides a minimum death benefit equal to the Contract Value, less any purchase payment credits subject to reversal less any applicable rider charges	N/A	N/A	<ul style="list-style-type: none"> • Annuitizing the Contract terminates the benefit • Contract Value is reduced by any purchase payment credits and any applicable rider charges applied within 12 months of the date of death • When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments, and contract value is reduced by any purchase payment credits applied within 12 months of death and any applicable rider charges.

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Optional Benefits				
ROPP Death Benefit	Provides a minimum death benefit equal to the greater of Contract Value, less any purchase payment credits subject to reversal, less any applicable rider charges or purchase payment minus adjusted partial surrenders	0.30% of contract value in the variable account	0.20%	<ul style="list-style-type: none"> • Available if any owner is age 76 and older • Must be elected at contract issue • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals, and such reductions could be significant • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments, and contract value is reduced by any purchase payment credits applied within 12 months of death and any applicable rider charges. • Contract Value is reduced by any purchase payment credits and any applicable rider charges applied within 12 months of the date of death and any applicable rider charges

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
MAV Death Benefit	Increases the guaranteed death benefit to the highest anniversary contract value, plus subsequent purchase payments made to the contract adjusted for any partial surrenders	0.35% of contract value in the variable account	0.25%	<ul style="list-style-type: none"> • Available to owners age 75 and younger • Must be elected at contract issue • No longer eligible to increase on any contract anniversary on/after your 81st birthday. • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals. Such reductions could be significant. • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payment credits as part of your purchase payments • Contract Value is reduced by any purchase payment credits applied within 12 months of death and any applicable rider charges

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
5-year MAV Death Benefit	Increases the guaranteed death benefit to the highest 5th anniversary contract value plus subsequent purchase payments made to the contract adjusted for any partial surrenders	0.20% of contract value in the variable account	0.10%	<ul style="list-style-type: none"> • Available to owners age 75 and younger • Must be elected at contract issue • No longer eligible to increase on any contract anniversary on/after your 81st birthday • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals. Such reductions could be significant • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payment credits as part of your purchase payments • Contract Value is reduced by any purchase payment credits applied within 12 months of death and any applicable rider charges
Enhanced Earnings Death Benefit (EEB)	Provides an additional death benefit, based on a percentage of contract earnings, to help offset expenses after death such as funeral expenses or federal and state taxes	0.40% of contract value in the variable account	0.30%	<ul style="list-style-type: none"> • Available to owners age 75 and younger • Must be elected at contract issue • Available with MAV and 5-year MAV • For contract owners age 70 and older at the rider effective date, the benefit decreases from 40% to 15% of earnings • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payment credits as part of your purchase payments • Contract Value is reduced by any purchase payment credits applied within 12 months of death and any applicable rider charges

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Enhanced Earnings Plus Death Benefit (EEP)	Provides an additional death benefit based on a percentage of contract earnings and a percentage of exchange purchase payments, to help offset expenses after death such as funeral expenses or federal and state taxes	0.50% of contract value in the variable account	0.40%	<ul style="list-style-type: none"> • Available only under annuities purchase through an exchange or direct transfer from another annuity or a life insurance policy • Exchange purchase payments must be identified at issue, received within 6 months from issue, and not be previously surrendered • Available to owners age 75 and younger • Must be elected at contract issue • Available with MAV and 5-year MAV • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payment credits as part of your purchase payments • Contract Value is reduced by any purchase payment credits applied within 12 months of death and any applicable rider charges • For contract owners age 70 and older at the rider effective date, the benefit decreases from 40% to 15% of earnings. The percentage of exchange purchase payments varies by age is subject to a vesting schedule

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Withdrawal Benefit rider/Enhanced Withdrawal Benefit rider	Provides a guaranteed minimum withdrawal benefit that gives you the right to take limited partial withdrawals in each contract year that over time will total an amount equal to your purchase payments plus any purchase payment credits.	2.50% of contract value	Varies by issue date, elective step up date and the fund selected	<ul style="list-style-type: none"> • Available to owners age 80 or younger • Must be elected at contract issue • Not available under an inherited qualified annuity, 401 (a) and 401(k) plans • Subject to Investment Allocation restrictions • Certain withdrawals could significantly reduce the guaranteed amounts under the rider and the rider will terminate if the contract value goes to zero due to an excess withdrawal • Withdrawals during the 3-year waiting period will reverse any prior step-ups • Limits additional purchase payments
Guaranteed Minimum Accumulation Benefit (Accumulation Benefit) rider	Provides 100% of initial investment or 80% of highest contract anniversary value (adjusted for partial surrenders) at the end of 10 year waiting period, regardless of investment performance	2.50% of contract value or the Minimum Contract Accumulation Value, whichever is greater	Varies by issue date, elective step up date and fund selected	<ul style="list-style-type: none"> • Available to owners age 80 or younger • Must be elected at contract issue • Not available under 401 (a) and 401(k) plans • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals. Such reductions could be significant • The rider ends when the Waiting Period expires • Limits additional purchase payments • Subject to Investment Allocation restrictions • Elective Step ups restart the Waiting Period

Benefits in Case of Death — Standard Death Benefit

We will pay the death benefit to your beneficiary upon your death if you die before the settlement date while this contract is in force. If a contract has more than one person as the owner, we will pay benefits upon the first to die of any owner.

If you are age 75 or younger on the date we issue the contract, the beneficiary receives the greater of:

- contract value, less any purchase payment credits applied within 12 months of the date of death, less any applicable rider charges; or
- purchase payments minus adjusted partial surrenders.

If you are age 76 or older on the date we issue the contract, the beneficiary receives the contract value, less any purchase payment credits subject to reversal, less any applicable rider charges.

$$\text{Adjusted partial surrenders} = \frac{\text{PS} \times \text{DB}}{\text{CV}}$$

PS = the partial surrender including any applicable surrender charge.

DB = the death benefit on the date of (but prior to) the partial surrender.

CV = the contract value on the date of (but prior to) the partial surrender.

Example of standard death benefit calculation when you are age 75 or younger on the contract effective date:

- You purchase the contract with a payment of \$20,000.
- During the second contract year the contract value falls to \$18,000, at which point you take a \$1,500 partial surrender, leaving a contract value of \$16,500.

We calculate the death benefit as follows:

The total purchase payments minus adjustments for partial surrenders:

Total purchase payments		\$20,000
minus adjusted partial surrenders, calculated as:		
$\frac{\$1,500 \times \$20,000}{\$18,000}$	=	<u>-1,667</u>
for a death benefit of:		\$18,333

When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments.

If You Die Before Your Settlement Date

When paying the beneficiary, we will process the death claim on the valuation date that our death claim requirements are fulfilled. We will determine the contract’s value using the accumulation unit value we calculate on that valuation date. The death benefit will never be less than the surrender value adjusted by the MVA formula. We pay interest, if any, at a rate no less than required by law. If requested, we will mail payment to the beneficiary within seven days after our death claim requirements are fulfilled.

Nonqualified annuities

If your spouse is sole beneficiary and you die before the settlement date, your spouse may keep the contract as owner with the contract value equal to the death benefit that would otherwise have been paid. To do this your spouse must give us written instructions to continue the contract as owner. If your spouse elects to continue the contract as owner, the following describes the standard death benefit:

- If your spouse was age 75 or younger as of the date we issued the contract, the beneficiary of your spouse’s contract receives the greater of:
 - contract value, less any purchase payment credits subject to reversal, less any applicable rider charges; or
 - purchase payments minus adjusted partial surrenders.

If your spouse was age 76 or older as of the date we issued the contract, the beneficiary of your spouse’s contract receives the contract value, less any purchase payment credits subject to reversal, less any applicable rider charges.

If you elected any optional contract features or riders, your spouse and the new annuitant (if applicable) will be subject to all limitations and/or restrictions of those features or riders.

We will not waive surrender charges on contracts continued under the spousal continuation provision.

If your beneficiary is not your spouse, we will pay the beneficiary in a lump sum unless you give us other written instructions. Generally, we must fully distribute the death benefit within five years of your death. However, the beneficiary may receive payouts under any annuity payout plan available under this contract if:

- the beneficiary elects in writing, and payouts begin, no later than one year after your death, or other date as permitted by the IRS; and
- the payout period does not extend beyond the beneficiary’s life or life expectancy.

Qualified annuities

The information below has been revised to reflect proposed regulations issued by the Internal Revenue Service that describe the requirements for required minimum distributions when a person or entity inherit assets held in an IRA, 403(b) or qualified retirement plan. This proposal is not final and may change. Contract owners are advised to work with

a tax professional to understand their required minimum distribution obligations under the proposed regulations and federal law. The proposed regulations can be found in the Federal Register, Vol. 87, No. 37, dated Thursday, February 24, 2022.

- **Spouse beneficiary:** If you have not elected an annuity payout plan, and if your spouse is the sole beneficiary, your spouse may either elect to treat the contract as his/her own, so long as he/she is eligible to do so, with the contract value equal to the death benefit that would otherwise have been paid or elect an annuity payout plan or another plan agreed to by us. If your spouse elects a payout plan, the payouts must begin no later than the year in which you would have reached age 73. If you attained age 73 at the time of death, payouts must begin no later than Dec. 31 of the year following the year of your death.

If your spouse elects to continue the contract as owner, the following describes the standard death benefit:

- If your spouse was age 75 or younger as of the date we issued the contract, the beneficiary of your spouse's contract receives the greater of:
 - contract value, less any purchase payment credits subject to reversal, less any applicable rider charges; or
 - purchase payments minus adjusted partial surrenders.

If your spouse was age 76 or older as of the date we issued the contract, the beneficiary of your spouse's contract receives the contract value, less any purchase payment credits subject to reversal, less any applicable rider charges. If you elected any optional contract features or riders, your spouse and the new annuitant (if applicable) will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract. If your spouse is the sole beneficiary and elects to treat the contract as his/her own as an inherited IRA, the guaranteed minimum withdrawal benefit rider will terminate.

We will not waive surrender charges on contracts continued under the spousal continuation provision.

- **Non-spouse beneficiary:** If you have not elected an annuity payout plan, and if death occurs on or after Jan. 1, 2020, the beneficiary is required to withdraw his or her entire inherited interest by December 31 of the 10th year following your date of death unless they qualify as an "eligible designated beneficiary." Your beneficiary may be required to take distributions during the 10-year period if you died after your Required Beginning Date. Eligible designated beneficiaries may continue to take proceeds out over your life expectancy if you died prior to your Required Beginning Date or over the greater of your life expectancy or their life expectancy if you died after your Required Beginning Date. Eligible designated beneficiaries include the surviving spouse:

- the surviving spouse;
- a lawful child of the owner under the age of 21 majority (remaining amount must be withdrawn by the earlier of the end of the year the minor turns 31 or end of the 10th year following the minor's death);
- disabled within the meaning of Code section 72(m)(7);
- chronically ill within the meaning of Code section 7702B(c)(2);
- any other person who is not more than 10 years younger than the owner.

However, non-natural beneficiaries, such as estates and charities, are subject to a five-year rule to distribute the IRA if you died prior to your Required Beginning Date.

We will pay the beneficiary in a single sum unless the beneficiary elects to receive payouts under a payout plan available under this contract and:

- the beneficiary elects in writing, and payouts begin, no later than one year following the year of your death; and
 - the payout period does not extend beyond December 31 of the 10th year following your death or the applicable life expectancy for an eligible designated beneficiary.
- **Spouse and Non-spouse beneficiary:** If a beneficiary elects an alternative payment plan which is an inherited IRA, all optional death benefits and living benefits will terminate. The beneficiary must submit the applicable investment options form. No additional purchase payments will be accepted. The death benefit payable on the death of the beneficiary is the greater of the contract value and the Full Surrender Value; the mortality and expense risk fee will be the same as is applicable to the Standard Death Benefit.
 - **Annuity payout plan:** If you elect an annuity payout plan, the payouts to your beneficiary may continue depending on the annuity payout plan you elect, subject to adjustment to comply with the IRS rules and regulations.

HOW WE HANDLE CONTRACTS UNDER UNCLAIMED PROPERTY LAWS

Every state has unclaimed property laws which generally declare annuity contracts to be abandoned after a period of inactivity of one to five years from either 1) the contract's maturity date (the latest day on which income payments may begin under the contract) or 2) the date the death benefit is due and payable. If a contract matures or we determine a death benefit is payable, we will use our best efforts to locate you or designated beneficiaries. If we are unable to locate you or a beneficiary, proceeds will be paid to the abandoned property division or unclaimed property office of the state in which the beneficiary or you last resided, as shown in our books and records, or to our state of domicile. Generally, this surrender of property to the state is commonly referred to as "escheatment". To avoid escheatment, and

ensure an effective process for your beneficiaries, it is important that your personal address and beneficiary designations are up to date, including complete names, date of birth, current addresses and phone numbers, and taxpayer identification numbers for each beneficiary. Updates to your address or beneficiary designations should be sent to our Service Center.

Escheatment may also be required by law if a known beneficiary fails to demand or present an instrument or document to claim the death benefit in a timely manner, creating a presumption of abandonment. If your beneficiary steps forward (with the proper documentation) to claim escheated annuity proceeds, the state is obligated to pay any such proceeds it is holding.

For nonqualified deferred annuities, non-spousal death benefits are generally required to be distributed and taxed within five years from the date of death of the owner.

Optional Benefits

The assets held in our general account support the guarantees under your contract, including optional death benefits and optional living benefits. To the extent that we are required to pay you amounts in addition to your contract value under these benefits, such amounts will come from our general account assets. You should be aware that our general account is exposed to the risks normally associated with a portfolio of fixed-income securities, including interest rate, option, liquidity and credit risk. You should also be aware that we issue other types of insurance and financial products as well, and we also pay our obligations under these products from assets in our general account. Our general account is not segregated or insulated from the claims of our creditors. The financial statements contained in the SAI include a further discussion of the risks inherent within the investments of the general account.

Optional Death Benefits

Return of Purchase Payments Death Benefit (ROPP)

The ROPP is intended to provide additional death benefit protection in the event of fluctuating fund values. This is an optional benefit that you may select for an additional annual charge (see “Charges”). If you die before annuity payouts begin while this contract is in force, we will pay the beneficiary the greater of:

- contract value, less any purchase payment credits subject to reversal, less any applicable rider charges; or
- purchase payments minus adjusted partial surrenders.

$$\text{Adjusted partial surrenders for the ROPP death benefit} = \frac{\text{PS} \times \text{DB}}{\text{CV}}$$

PS = the partial surrender including any applicable surrender charge.

DB = the death benefit on the date of (but prior to) the partial surrender.

CV = the contract value on the date of (but prior to) the partial surrender.

The death benefit will never be less than the surrender value adjusted by the MVA formula.

If you are age 76 or older at contract issue, you may choose to add the ROPP to your contract. Generally, you must elect the ROPP at the time you purchase your contract and your rider effective date will be the contract issue date. In some instances the rider effective date for the ROPP may be after we issue the contract according to terms determined by us and at our sole discretion. We reserve the right to discontinue offering the ROPP for new contracts.

When annuity payouts begin, or if you terminate the contract for any reason other than death, this rider will terminate.

Terminating the ROPP

- You may terminate the ROPP rider within 30 days of the first contract anniversary after the rider effective date.
- You may terminate the ROPP rider within 30 days of any contract anniversary beginning with the seventh contract anniversary.
- The ROPP rider will terminate when you make a full surrender from the contract or when annuity payouts begin.

If you terminate the ROPP, the standard death benefit applies.

For an example, see Appendix D.

If your spouse is the sole beneficiary, he or she may keep the contract as owner with the contract value equal to the death benefit that would otherwise been paid under the ROPP. To do this your spouse must, on the date our death claim requirements are fulfilled, give us written instructions to keep the contract in force. If your spouse was age 76 or older as of the date we issued the contract, he or she may choose to continue the ROPP. In that case, the ROPP rider charges described in “Charges — ROPP Rider Fee” will be assessed at the next contract anniversary (and all future

anniversaries when the rider is in force). These charges will be based on the total contract value on the anniversary. Your spouse also has the option of discontinuing the ROPP rider within 30 days of the date he or she elects to continue the contract. If your spouse was age 75 or younger as of the date we issued the contract, the ROPP will terminate.

NOTE: For special tax considerations associated with the ROPP, see “Taxes.”

Maximum Anniversary Value Death Benefit (MAV)

The MAV is intended to provide additional death benefit protection in the event of fluctuating fund values. This is an optional benefit that you may select for an additional annual charge (see “Charges”). The MAV does not provide any additional benefit before the first contract anniversary after the rider effective date. The MAV may be of less value if you are older since we stop resetting the maximum anniversary value at age 81. Although we stop resetting the maximum anniversary value at age 81, the MAV rider fee continues to apply until the rider terminates. In addition, the MAV does not provide any additional benefit with respect to the GPAs, fixed account or Special DCA account during the time you have amounts allocated to these accounts. Be sure to discuss with your financial advisor whether or not the MAV is appropriate for your situation.

If you are age 75 or younger at contract issue, you may choose to add the MAV to your contract. Generally, you must elect the MAV at the time you purchase your contract and your rider effective date will be the contract issue date. In some instances the rider effective date for the MAV may be after we issue the contract according to terms determined by us and at our sole discretion. We reserve the right to discontinue offering the MAV for new contracts.

On the first contract anniversary after the rider effective date we set the maximum anniversary value equal to the highest of your (a) current contract value, or (b) total purchase payments minus adjusted partial surrenders. Every contract anniversary after that, through age 80, we compare the previous anniversary’s maximum anniversary value plus subsequent purchase payments less subsequent adjusted partial surrenders to the current contract value and we reset the maximum anniversary value to the higher of these values. We stop resetting the maximum anniversary value at age 81. However, we continue to add subsequent purchase payments and subtract adjusted partial surrenders from the maximum anniversary value.

If you die before annuity payouts begin while this contract is in force, we will pay the beneficiary the greatest of:

- contract value, less any purchase payment credits applied within 12 months of the date of death, less any applicable rider charges; or
- purchase payments minus adjusted partial surrenders; or
- the maximum anniversary value as calculated on the most recent contract anniversary plus subsequent purchase payments made to the contract minus adjustments for partial surrenders since that contract anniversary.

The death benefit will never be less than the surrender value adjusted by the MVA formula.

Terminating the MAV

- You may terminate the MAV rider within 30 days of the first contract anniversary after the rider effective date.
- You may terminate the MAV rider within 30 days of any contract anniversary beginning with the seventh contract anniversary.
- The MAV rider will terminate when you make a full surrender from the contract or when annuity payouts begin.
- The MAV rider will terminate in the case of spousal continuation or ownership change if the new owner is age 76 or older.

If you terminate the MAV, the standard death benefit applies.

For an example, see Appendix D.

In general, if your spouse is the sole beneficiary, your spouse may choose to continue the contract as the contract owner. The contract value will be equal to the death benefit that would otherwise have been paid under the MAV. To do this your spouse must, within 60 days after our death claim requirements are fulfilled, give us written instructions to keep the contract in force. If your spouse has reached age 76 at the time he or she elects to continue the contract, the MAV rider will terminate. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract, he or she may choose to continue the MAV rider. In this case, the rider charges described in “Charges” will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force). These charges will be based on the total contract value on the anniversary, including the additional amounts paid into the contract under the MAV rider. If, at the time he or she elects to continue the contract, your spouse has not yet reached age 76 and chooses not to continue the MAV rider, the contract value will be increased to the MAV death benefit amount if it is greater than the contract value on the death benefit valuation date.

When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments.

Maximum Five Year Anniversary Value Death Benefit (5-Year MAV)

The 5-Year MAV is intended to provide additional death benefit protection in the event of fluctuating fund values. This is an optional benefit that you may select for an additional annual charge (see “Charges”). The 5-Year MAV does not provide any additional benefit before the fifth contract anniversary after the rider effective date. The 5-Year MAV may be of less value if you are older since we stop resetting the maximum anniversary value at age 81. Although we stop resetting the maximum five year anniversary value at age 81, the 5-Year MAV rider fee continues to apply until the rider terminates. In addition, the 5-Year MAV does not provide any additional benefit with respect to the GPAs, fixed account or Special DCA account during the time you have amounts allocated to these accounts. Be sure to discuss with your financial advisor whether or not the 5-Year MAV is appropriate for your situation.

If you are age 75 or younger at contract issue, you may choose to add the 5-Year MAV to your contract. Generally, you must elect the 5-Year MAV at the time you purchase your contract and your rider effective date will be the contract issue date. In some instances the rider effective date for the 5-Year MAV may be after we issue the contract according to terms determined by us and at our sole discretion. We reserve the right to discontinue offering the 5-Year MAV for new contracts.

On the fifth contract anniversary after the rider effective date we set the maximum anniversary value equal to the highest of your (a) current contract value, or (b) total purchase payments minus adjusted partial surrenders. Every fifth contract anniversary after that, through age 80, we compare the previous 5-year anniversary’s maximum anniversary value plus subsequent purchase payments less subsequent adjusted partial surrenders to the current contract value and we reset the maximum anniversary value to the higher of these values. We stop resetting the maximum anniversary value at age 81. However, we continue to add subsequent purchase payments and subtract adjusted partial surrenders from the maximum anniversary value.

If you die before annuity payouts begin while this contract is in force, we will pay the beneficiary the greatest of:

- contract value, less any purchase payment credits applied within 12 months of the date of death, less any applicable rider charges; or
- purchase payments minus adjusted partial surrenders; or
- the maximum anniversary value as calculated on the most recent fifth contract anniversary plus subsequent purchase payments made to the contract minus adjustments for partial surrenders since that contract anniversary.

The death benefit will never be less than the surrender value adjusted by the MVA formula.

Terminating the 5-Year MAV

- You may terminate the 5-Year MAV rider within 30 days of the first contract anniversary after the rider effective date.
- You may terminate the 5-Year MAV rider within 30 days of any contract anniversary beginning with the seventh contract anniversary.
- The 5-Year MAV rider will terminate when you make a full surrender from the contract or when annuity payouts begin.
- The 5-Year MAV rider will terminate in the case of spousal continuation or ownership change if the new owner is age 76 or older.

If you terminate the 5-Year MAV, the standard death benefit applies.

For an example, see Appendix D.

In general, if your spouse is the sole beneficiary, your spouse may choose to continue the contract as the contract owner. The contract value will be equal to the death benefit that would otherwise have been paid under the 5-Year MAV. To do this your spouse must within 60 days after our death claim requirements are fulfilled, give us written instructions to keep the contract in force. If your spouse has reached age 76 at the time he or she elects to continue the contract, the 5-Year MAV rider will terminate. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract, he or she may choose to continue the 5-Year MAV rider. In this case, the rider charges described in “Charges” will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force). These charges will be based on the total contract value on the anniversary, including the additional amounts paid into the contract under the 5-Year MAV rider. If, at the time he or she elects to continue the contract, your spouse has not yet reached age 76 and chooses not to continue the 5-Year MAV rider, the contract value will be increased to the 5-Year MAV death benefit amount if it is greater than the contract value on the death benefit valuation date.

When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments.

Enhanced Earnings Death Benefit (EEB)

The EEB is intended to provide an additional benefit to your beneficiary to help offset expenses after your death such as funeral expenses or federal and state taxes. This is an optional benefit that you may select for an additional annual charge (see “Charges”). The EEB provides for reduced benefits if you are age 70 or older at the rider effective date and it does not provide any additional benefit before the first contract anniversary. The EEB also may result in reduced benefits if you take RMDs (see “Taxes — Qualified Annuities — Required Minimum Distributions”) from your qualified annuity or any partial surrenders during the life of your contract, both of which may reduce contract earnings. This is because the benefit paid by the EEB is determined by the amount of earnings at death. Be sure to discuss with your financial advisor and your tax advisor whether or not the EEB is appropriate for your situation.

If you are age 75 or younger at the rider effective date, you may choose to add the EEB to your contract. Generally, you must elect the EEB at the time you purchase your contract and your rider effective date will be the contract issue date. In some instances the rider effective date for the EEB may be after we issue the contract according to terms determined by us and at our sole discretion. You may not select this rider if you select the EEP. We reserve the right to discontinue offering the EEB for new contracts.

The EEB provides that if you die after the first contract anniversary, but before annuity payouts begin, and while this contract is in force, we will pay the beneficiary:

the standard death benefit amount (see “Benefits in Case of Death — Standard Benefit”), the MAV death benefit amount, if applicable, or the 5-Year MAV death benefit amount, if applicable;

PLUS

- 40% of your earnings at death if you were under age 70 on the rider effective date; or
- 15% of your earnings at death if you were age 70 or older on the rider effective date.

Additional death benefits payable under the EEB are not included in the adjusted partial surrender calculation.

Earnings at death for the EEB and EEP: If the rider effective date for the EEB or EEP is the contract issue date, earnings at death is an amount equal to:

- the standard death benefit amount, the MAV death benefit amount, or the 5-Year MAV death benefit amount if applicable (the “death benefit amount”)
- **minus** purchase payments not previously surrendered.

The earnings at death may not be less than zero and may not be more than 250% of the purchase payments not previously surrendered that are one or more years old.

If the rider effective date for the EEB is **AFTER** the contract issue date, earnings at death is an amount equal to the death benefit amount

- **minus** the greater of:
 - the contract value as of the EEB rider effective date (determined before we apply any purchase payment or purchase payment credit), less any surrenders of that contract value since that rider effective date; or
 - an amount equal to the death benefit amount as of the EEB rider effective date (determined before we apply any purchase payment or purchase payment credit), less any surrenders of that death benefit amount since that rider effective date
- **plus** any purchase payments made on or after the EEB rider effective date not previously surrendered.

The earnings at death may not be less than zero and may not be more than 250% multiplied by:

- the greater of:
 - the contract value as of the EEB rider effective date (determined before we apply any purchase payment or purchase payment credit), less any surrenders of that contract value since that rider effective date; or
 - an amount equal to the death benefit amount as of the EEB rider effective date (determined before we apply any purchase payment or purchase payment credit), less any surrenders of that death benefit amount since that rider effective date
- **plus** any purchase payments made on or after the EEB rider effective date not previously surrendered that are one or more years old.

Terminating the EEB

- You may terminate the EEB rider within 30 days of the first contract anniversary after the rider effective date.
- You may terminate the EEB rider within 30 days of any contract anniversary beginning with the seventh contract anniversary after the rider effective date.
- The EEB rider will terminate when you make a full surrender from the contract or when annuity payouts begin.

- The EEB rider will terminate in the case of spousal continuation or ownership change if the new owner is age 76 or older.

For an example, see Appendix D.

In general, if your spouse is the sole beneficiary, and your spouse chooses to continue the contract as the contract owner, we will pay an amount into the contract so that the contract value equals the total death benefit payable under the EEB. If the spouse is age 76 or older at the time he or she elects to continue the contract, then the EEB rider will terminate. If your spouse is less than age 76 at the time he or she elects to continue the contract, he or she may choose to continue the EEB. In this case, the following conditions will apply:

- the EEB rider will continue, but we will treat the new contract value on the date the ownership of the contract changes to your spouse (after the additional amount is paid into the contract) as if it is a purchase payment in calculating future values of “earnings at death.”
- the percentages of “earnings at death” payable will be based on your spouse’s age at the time he or she elects to continue the contract.
- the EEB rider charges described in “Charges — EEB Rider Fee” will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force). These charges will be based on the total contract value on the anniversary, including the additional amounts paid into the contract under the EEB rider.

NOTE: For special tax considerations associated with the EEB, see “Taxes.”

When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments.

Enhanced Earnings Plus Death Benefit (EEP)

The EEP is intended to provide an additional benefit to your beneficiary to help offset expenses after your death such as funeral expenses or federal and state taxes. This is an optional benefit that you may select for an additional annual charge (see “Charges”). The EEP provides for reduced benefits if you are age 70 or older at the rider effective date. It does not provide any additional benefit before the first contract anniversary and it does not provide any benefit beyond what is offered under the EEB during the second contract year. The EEP also may result in reduced benefits if you take RMDs (see “Taxes — Qualified Annuities — Required Minimum Distributions”) from your qualified annuity or any partial surrenders during the life of your contract, both of which may reduce contract earnings. This is because part of the benefit paid by the EEP is determined by the amount of earnings at death. Be sure to discuss with your sales representative and your tax advisor whether or not the EEP is appropriate for your situation.

If this EEP rider is available in your state and you are age 75 or younger at contract issue, you may choose to add the EEP to your contract. You must elect the EEP at the time you purchase your contract and your rider effective date will be the contract issue date. **This rider is only available under annuities purchased through an exchange or direct transfer from another annuity or a life insurance policy.** You may not select this rider if you select the EEB. We reserve the right to discontinue offering the EEP for new contracts.

The EEP provides that if you die after the first contract anniversary, but before annuity payouts begin, and while this contract is in force, we will pay the beneficiary:

EEP Part I benefits, which equal the benefits payable under the EEB described above;

PLUS

- EEP Part II benefits, which equal a percentage of exchange purchase payments identified at issue, received within 6 months from issue and not previously surrendered as follows:

Contract year	Percentage if you are under age 70 on the rider effective date	Percentage if you are 70 or older on the rider effective date
One and Two	0%	0%
Three and Four	10%	3.75%
Five or more	20%	7.5%

Additional death benefits payable under the EEP are not included in the adjusted partial surrender calculation.

If after 6 months, no exchange purchase payments have been received, we will contact you and you will have an additional 30 days to follow-up on exchange purchase payments identified at issue but not received by us. If after these 30 days we have not received any exchange purchase payments, we will convert the EEP rider into an EEB.

Another way to describe the benefits payable under the EEP rider is as follows:

- the standard death benefit amount (see “Benefits in Case of Death — Standard Death Benefit”), the MAV death benefit amount, or 5-Year MAV death benefit amount, if applicable,

PLUS

Contract year	If you are under age 70 on the rider effective date, add...	If you are age 70 or older on the rider effective date, add...
1	Zero	Zero
2	40% x earnings at death (see above)	15% x earnings at death
3 & 4	40% x (earnings at death + 25% of exchange purchase payment*)	15% x (earnings at death + 25% of exchange purchase payment*)
5+	40% x (earnings at death + 50% of exchange purchase payment*)	15% x (earnings at death + 50% of exchange purchase payment*)

* Exchange purchase payments are purchase payments exchanged from another annuity or a life insurance policy that are identified at issue and not previously surrendered.

We are not responsible for identifying exchange purchase payments if we did not receive proper notification from the company from which the purchase payments are exchanged.

Terminating the EEP

- You may terminate the EEP rider within 30 days of the first contract anniversary after the rider effective date.
- You may terminate the EEP rider within 30 days of any contract anniversary beginning with the seventh contract anniversary.
- The EEP rider will terminate when you make a full surrender from the contract or when annuity payouts begin.
- The EEP rider will terminate in the case of an ownership change.
- The EEP rider will terminate in the case of the spousal continuation if the new owner is age 76 or older.

For an example, see Appendix D.

In general, if your spouse is the sole beneficiary, and your spouse chooses to continue the contract as the contract owner, we will pay an amount into the contract so that the contract value equals the total death benefit payable under the EEP. If your spouse has reached age 76 at the time he or she elects to continue the contract, the EEP rider will terminate. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract, he or she cannot continue the EEP. However, he or she may choose to convert the EEP rider into an EEB. In this case, the following conditions will apply:

- the EEB rider will treat the new contract value on the date the ownership of the contract changes to your spouse (after the additional amount is paid into the contract) as if it is a purchase payment in calculating future values of “earnings at death.”
- the percentages of “earnings at death” payable will be based on your spouse’s age at the time he or she elects to continue the contract.
- the EEB rider charges described in “Charges — EEB Rider Fee” will be assessed at the next contract anniversary (and all future anniversaries when the EEB rider is in force). These charges will be based on the total contract value on the anniversary, including the additional amounts paid into the contract under the EEP rider.

If your spouse chooses not to convert the EEP rider into an EEB, the standard death benefit amount (or the MAV or 5-Year MAV death benefit amount, if applicable,) will apply.

NOTE: For special tax considerations associated with the EEP, see “Taxes.”

When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments.

Optional Living Benefits

Guaranteed Minimum Accumulation Benefit (Accumulation Benefit) Rider

The Accumulation Benefit rider is an optional benefit that you may select for an additional charge. It is available for nonqualified and qualified annuities except under 401(a) and 401(k) plans. The Accumulation Benefit rider specifies a waiting period that ends on the benefit date. The Accumulation Benefit rider provides a one-time adjustment to your contract value on the benefit date if your contract value is less than the Minimum Contract Accumulation Value (defined below) on that benefit date.

If the contract value falls to zero as the result of adverse market performance or the deduction of fees and/or charges at any time during the waiting period and before the benefit date, the contract and all riders, including the Accumulation Benefit rider will terminate without value and no benefits will be paid. **Exception:** if you are still living on the benefit date, we will pay you an amount equal to the Minimum Contract Accumulation Value as determined under the Accumulation Benefit rider on the valuation date your contract value reached zero.

If you are 80 or younger at contract issue, you may elect the Accumulation Benefit at the time you purchase your contract and the rider effective date will be the contract issue date. The Accumulation Benefit rider may not be terminated once you have elected it except as described in the “Terminating the Rider” section below. An additional charge for the Accumulation Benefit rider will be assessed annually during the waiting period. The rider ends when the waiting period expires and no further benefit will be payable and no further charges for the rider will be deducted. The Accumulation Benefit rider may not be purchased with the optional Withdrawal Benefit rider. The rider ends when the waiting period expires and no further benefit will be payable and no further charges for the rider will be deducted. After the waiting period, you have the following options:

- Continue your contract;
- Take partial surrenders or make a full surrender; or
- Annuitize your contract.

The Accumulation Benefit rider may not be available in all states.

You should consider whether an Accumulation Benefit rider is appropriate for you because:

- you must be invested in one of the approved investment options. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the fixed account that are available under the contract to other contract owners who do not elect this rider. You may allocate qualifying purchase payments and applicable payment credits to the Special DCA account, when available (see “The Special DCA Account”), and we will make monthly transfers into the investment option you have chosen. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds”);
- you may not make additional purchase payments to your contract during the waiting period after the first 180 days immediately following the effective date of the Accumulation Benefit rider. Some exceptions apply (see “Additional Purchase Payments with Elective Step-up” below);
- if you purchase this contract as a qualified annuity, for example, an IRA, you may need to take partial surrenders from your contract to satisfy the RMDs under the Code. Partial surrenders, including those used to satisfy RMDs, will reduce any potential benefit that the Accumulation Benefit rider provides. You should consult your tax advisor if you have any questions about the use of this rider in your tax situation;
- if you think you may surrender all of your contract value before you have held your contract with this benefit rider attached for 10 years, or you are considering selecting an annuity payout option within 10 years of the effective date of your contract, you should consider whether this optional benefit is right for you. You must hold the contract a minimum of 10 years from the effective date of the Accumulation Benefit rider, which is the length of the waiting period under the Accumulation Benefit rider, in order to receive the benefit, if any, provided by the Accumulation Benefit rider. In some cases, as described below, you may need to hold the contract longer than 10 years in order to qualify for any benefit the Accumulation Benefit rider may provide;
- the 10 year waiting period under the Accumulation Benefit rider will restart if you exercise the elective step-up option (described below) or your surviving spouse exercises the spousal continuation elective step-up (described below); and
- the 10 year waiting period under the Accumulation Benefit rider may be restarted if you elect to change your PN program investment option to one that causes the Accumulation Benefit rider charge to increase (see “Charges”).

Be sure to discuss with your sales representative whether an Accumulation Benefit rider is appropriate for your situation.

Here are some general terms that are used to describe the operation of the Accumulation Benefit:

Benefit Date: This is the first valuation date immediately following the expiration of the waiting period.

Minimum Contract Accumulation Value (MCAV): An amount calculated under the Accumulation Benefit rider. The contract value will be increased to equal the MCAV on the benefit date if the contract value on the benefit date is less than the MCAV on the benefit date.

Adjustments for Partial Surrenders: The adjustment made for each partial surrender from the contract is equal to the amount derived from multiplying (a) and (b) where:

(a) is 1 minus the ratio of the contract value on the date of (but immediately after) the partial surrender to the contract value on the date of (but immediately prior to) the partial surrender; and

(b) is the MCAV on the date of (but immediately prior to) the partial surrender.

Waiting Period: The waiting period for the rider is 10 years.

We reserve the right to restart the waiting period on the latest contract anniversary if you change your investment option after we have exercised our rights to increase the rider fee.

Your initial MCAV is equal to your initial purchase payment and any purchase payment credit. It is increased by the amount of any subsequent purchase payments and purchase payment credits received within the first 180 days that the rider is effective. It is reduced by any adjustments for partial surrenders made during the waiting period.

Automatic Step-Up

On each contract anniversary after the effective date of the rider, the MCAV will be set to the greater of:

1. 80% of the contract value on the contract anniversary; or
2. the MCAV immediately prior to the automatic step-up.

The automatic step-up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be surrendered or paid upon death. Rather, the Automatic Step-up is an interim calculation used to arrive at the final MCAV, which is used to determine whether a benefit will be paid under the rider on the benefit date.

The automatic step-up of the MCAV does not restart the waiting period or increase the charge (although the total fee for the rider may increase).

Elective Step-Up Option

Within thirty days following each contract anniversary after the rider effective date, but prior to the benefit date, you may notify us in writing that you wish to exercise the annual elective step-up option. You may exercise this elective step-up option only once per contract year during this 30 day period. If your contract value on the valuation date we receive your written request to step-up is greater than the MCAV on that date, your MCAV will increase to 100% of that contract value.

We may increase the fee for your rider (see “Charges – Accumulation Benefit Rider Charge”). The revised fee would apply to your rider if you exercise the annual elective step-up, your MCAV is increased as a result, and the revised fee is higher than your annual rider fee before the elective step-up. Elective step-ups will also result in a restart of the waiting period as of the most recent contract anniversary.

The elective step-up does not create contract value, guarantee the performance of any investment option or provide any benefit that can be surrendered or paid upon death. Rather the elective step-up is an interim calculation used to arrive at the final MCAV, which is used to determine whether a benefit will be paid under the rider on the benefit date.

The elective step-up option is not available to non-spouse beneficiaries that continue the contract during the waiting period. The elective step-up is not available if the benefit date would be after the settlement date (see the Settlement Date section for settlement date options)

We have the right to restrict the elective step-up option on inherited IRAs, but we currently allow them. Please consider carefully if an elective step-up is appropriate if you own an inherited IRA because the elective step-up will restart the waiting period and the required minimum distributions for an inherited IRA may significantly decrease the future benefit payable under this rider. We reserve the right to restrict the elective step-up option on inherited IRAs in the future.

Additional Purchase Payments with Annual Elective Step-ups

If your MCAV is increased as a result of elective step-up, you have 180 days from the latest contract anniversary to make additional purchase payments, if allowed under the base contract. The MCAV will include the amount of any additional purchase payments and purchase payment credits (if applicable) received during this period.

Spousal Continuation

If a spouse chooses to continue the contract under the spousal continuation provision, the rider will continue as part of the contract. Once, within the thirty days following the date of spousal continuation, the spouse may choose to exercise an elective step-up. The spousal continuation elective step-up is in addition to the annual elective step-up. If the contract value on the valuation date we receive the written request to exercise this option is greater than the MCAV on that date, we will increase the MCAV to that contract value. If the MCAV is increased as a result of the elective step-up and we have increased the charge for the Accumulation Benefit rider, the spouse will pay the charge that is in effect on the valuation date we receive their written request to step-up for the entire contract year. In addition, the waiting period will restart as of the most recent contract anniversary.

Terminating the Rider

The rider will terminate under the following conditions:

The rider will terminate before the benefit date without paying a benefit on the date:

- you take a full surrender; or

- annuitization begins; or
- the contract terminates as a result of the death benefit being paid.

The rider will terminate on the benefit date.

For an example, see Appendix D.

Guaranteed Minimum Withdrawal Benefit Rider (Withdrawal Benefit and Enhanced Withdrawal Benefit)

The Withdrawal Benefit rider is an optional benefit that you may select for an additional annual charge if you are 80 or younger on the date the contract is issued. It is available for nonqualified and qualified annuities except under 401(a) and 401(k) plans.⁽¹⁾

⁽¹⁾ The Withdrawal Benefit rider is not available under an inherited qualified annuity.

You must have elected the Withdrawal Benefit rider when you purchased your contract (original rider). The original rider you received at contract issue offers an elective annual step-up. The rider effective date of the original rider is the contract issue date.

We offered you the option of replacing the original rider with a new Withdrawal Benefit (enhanced rider). The enhanced rider offers an automatic annual step-up and a withdrawal after a step-up during the first three contract years is not necessarily an excess withdrawal, as described below. The effective date of the enhanced rider will be the contract issue date except for the automatic step-up which will apply to contract anniversaries that occur after you accept the enhanced rider. The descriptions below apply to both the original and enhanced riders unless otherwise noted.

The Withdrawal Benefit initially provides a guaranteed minimum withdrawal benefit that gives you the right to take limited partial withdrawals in each contract year that over time will total an amount equal to your purchase payments plus any purchase payment credits. Certain withdrawals and step-ups, as described below, can cause the initial guaranteed withdrawal benefit to change. The guarantee remains in effect if your partial withdrawals in a contract year do not exceed the allowed amount. As long as your withdrawals in each contract year do not exceed the allowed amount, you will not be assessed a surrender charge. Under the original rider, the allowed amount is the Guaranteed Benefit Payment (GBP — the amount you may withdraw under the terms of the rider in each contract year, subject to certain restrictions prior to the third contract anniversary, as described below). Under the enhanced rider, the allowed amount is equal to 7% of purchase payments and purchase payment credits for the first three contract years, and the GBP in all other years.

If you withdraw an amount greater than the allowed amount in a contract year, we call this an “excess withdrawal” under the rider. If you make an excess withdrawal under the rider:

- surrender charges, if applicable, will apply only to the amount of the withdrawal that exceeds the allowed amount;
- the Guaranteed Benefit Amount (GBA) will be adjusted as described below; and
- the Remaining Benefit Amount (RBA) will be adjusted as described below.

For a partial withdrawal that is subject to a surrender charge, the amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge (see “Charges — Surrender Charge”). Market value adjustments, if applicable, will also be made (see the “Market Value Adjustment” provision in the prospectus). We pay you the amount you request. Any partial withdrawals you take under the contract will reduce the value of the death benefits (see “Benefits in Case of Death”). Upon full withdrawal of the contract, you will receive the remaining contract value less any applicable charges (see “Surrenders”).

Once elected, the Withdrawal Benefit rider may not be cancelled by you and the fee will continue to be deducted until the contract is terminated, the contract value reduces to zero (described below) or annuity payouts begin. If you select the Withdrawal Benefit rider, you may not select the Accumulation Benefit rider. If you exercise the annual step-up election (see “Elective Step-up” and “Annual Step-up” below), the special spousal continuation step-up election (see “Spousal Continuation and Special Spousal Continuation Step-up” below) or change your Portfolio Navigator investment option, the rider charge may change (see “Charges”).

Withdrawal Benefit is subject to certain restrictions and limitations described below:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Investment Allocation Restrictions:** You must elect one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity

markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. We reserve the right to add, remove or substitute approved investment options in the future. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts or the fixed account that are available under the contract to contract owners who do not elect this rider. You may allocate qualifying purchase payments and applicable purchase payment credits to the Special DCA account, when available (see “The Special DCA Account”), and we will make monthly transfers into the investment option you have chosen. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds”);

- **Limitations on Tax-Sheltered Annuities (TSAs):** Your right to take withdrawals is restricted if your contract is a TSA (see “TSA — Special Provisions”). Therefore, Withdrawal Benefit rider may be of limited value to you. You should consult your tax advisor if you selected this optional rider and if you have any questions about the use of this rider in your tax situation;
- **Limitations on purchase payments:** We reserve the right to limit the cumulative amount of purchase payments We reserve the right to limit the cumulative amount of purchase payments (subject to state restrictions), which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current limitations, see “Buying Your Contract — Purchase Payment.”
- **Non-Cancelable:** Once elected, the Withdrawal Benefit rider may not be cancelled by you and the fee will continue to be deducted until the contract is terminated, the contract value reduces to zero (described below) or annuity payouts begin.
- **Interaction with the total free amount (TFA) contract provision:** The TFA is the amount you are allowed to withdraw in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The TFA may be greater than the RBP under this rider. Any amount you withdraw under the contract’s TFA provision that exceeds the RBP is subject to the excess withdrawal processing for the GBA and Remaining Benefit Amount (RBA) described below.

You should consult your tax advisor if you have any questions about the use of this rider in your tax situation:

- **Tax considerations for non-qualified annuities:** Withdrawals are taxable income to the extent of earnings. Withdrawals of earnings before age 59½ may also incur a 10% IRS early withdrawal penalty.
- **Tax considerations for qualified annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you have a qualified annuity, you may need to take an RMD that exceeds the guaranteed amount of withdrawal available under the rider and such withdrawals may reduce future benefits guaranteed under the rider. Under the terms of the enhanced rider, we allow you to satisfy the RMD based on the life expectancy RMD for your contract and the requirements of the Code and regulations in effect when you purchase your contract, without the withdrawal being treated as an excess withdrawal. It is our current administrative practice to make the same accommodation under the original rider, however, we reserve the right to discontinue this administrative practice and will give you 30 days’ written notice of any such change.

Treatment of non-spousal distributions: Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider.

Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see “Taxes — Other — Spousal status” section of this prospectus.

For contract holders subject to annual RMD rules under Section 401(a)(9) of the Code, amounts you withdraw each year from this contract to satisfy these rules are not subject to excess withdrawal processing under the terms of the rider, subject to the following rules and our current administrative practice:

If on the date we calculated your Annual Life Expectancy Required Minimum Distribution Amount (ALERMDA), it is greater than the RBP from the beginning of the current contract year,

- A Basic Additional Benefit Amount (BABA) will be set equal to that portion of your ALERMDA that exceeds the value of the RBP from the beginning of the current contract year.
- Any withdrawals taken in a contract year will count first against and reduce the RBP for that contract year.
- Once the RBP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce the BABA. These withdrawals will not be considered excess withdrawals with regard to the GBA and RBA as long as they do not exceed the remaining BABA.
- Once the BABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals with regard to the GBA and RBA and will subject them all to the excess withdrawal processing described by the rider.

The ALERMDA is:

- (1) determined by us each calendar year;
- (2) based on the value of this contract alone on the date it is determined; and

(3) based on the company's understanding and interpretation of the requirements for life expectancy distributions intended to satisfy the required minimum distribution rules under Code Section 401(a) (9) and the Treasury Regulations promulgated thereunder, as applicable on the effective date of this prospectus, to:

1. IRAs under Section 408(b) of the Code;
2. Roth IRAs under Section 408A of the Code;
3. SIMPLE IRA under Section 408A of the Code;
4. SEP plans under Section 408 (k) of the Code;
5. Custodial and investment only plans under Section 401 (a) of the Code;
6. TSAs under Section 403(b) of the Code.

In the future, the requirements under tax law for such distributions may change and the life expectancy amount calculation provided under your rider may not be sufficient to satisfy the requirements under the tax law for these types of distributions. In such a situation, amounts withdrawn to satisfy such distribution requirements would exceed your available withdrawal amount and may result in the reduction of your GBA and/or RBA as described under the excess withdrawal provision of the rider.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing.

In cases where the Code does not allow the life expectancy of a natural person to be used to calculate the required minimum distribution amount (e.g. some ownerships by trusts and charities), we will calculate the life expectancy RMD amount as zero in all years. The annual life expectancy required minimum distribution amount calculated by us will also equal zero in all years.

The terms “Guaranteed Benefit Amount” and “Remaining Benefit Amount” are described below. Each is used in the operation of the GBP, the RBP, the elective step-up, the annual step-up, the special spousal continuation step-up and the Withdrawal Benefit annuity payout option.

Guaranteed Benefit Amount

The Guaranteed Benefit Amount (GBA) is equal to the initial purchase payment, plus any purchase payment credits, adjusted for subsequent purchase payments, any purchase payment credits, partial withdrawals in excess of the GBP, and step-ups. The maximum GBA is \$5,000,000.

The GBA is determined at the following times:

- *At contract issue* — the GBA is equal to the initial purchase payment, plus any purchase payment credit;
- *When you make additional purchase payments* — each additional purchase payment plus any purchase payment credit has its own GBA equal to the amount of the purchase payment plus any purchase payment credit. The total GBA when an additional purchase payment and purchase payment credit are added is the sum of the individual GBAs immediately prior to the receipt of the additional purchase payment, plus the GBA associated with the additional purchase payment;
- *At step-up* — (see “Elective Step-Up” and “Annual Step-Up” headings below).
- *When you make a partial withdrawal:*
 - (a) *and all of your withdrawals in the current contract year, including the current withdrawal, are less than or equal to the GBP* — the GBA remains unchanged. Note that if the partial withdrawal is taken during the first three contract years, the GBA and the GBP are calculated after the reversal of any prior step-ups;
 - (b) *and all of your withdrawals in the current contract year, including the current withdrawal, are greater than the GBP* — **the following excess withdrawal processing will be applied to the GBA.** Note that if the partial withdrawal is taken during the first three contract years, the GBA and the GBP are calculated after the reversal of any prior step-ups;
 - (c) *under the original rider in a contract year after a step-up but before the third contract anniversary* — **the following excess withdrawal processing will be applied to the GBA.** Note that the GBA and the GBP are calculated after the reversal of prior step-ups.

GBA EXCESS WITHDRAWAL PROCESSING

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the withdrawal; or (b) the contract value immediately following the withdrawal. If there have been multiple purchase payments, each payment's GBA after the withdrawal will be reset to equal that payment's RBA after the withdrawal plus (a) times (b), where:

- (a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and
- (b) is each payment's GBA before the withdrawal less that payment's RBA after the withdrawal.

Remaining Benefit Amount

The remaining benefit amount (RBA) at any point is the total guaranteed amount available for future partial withdrawals. The maximum RBA is \$5,000,000.

The RBA is determined at the following times:

- *At contract issue* — the RBA is equal to the initial purchase payment plus any purchase payment credit;
- *When you make additional purchase payments* — each additional purchase payment plus any purchase payment credit has its own RBA equal to the amount of the purchase payment plus any purchase payment credit. The total RBA when an additional purchase payment and purchase payment credit are added is the sum of the individual RBAs immediately prior to the receipt of the additional purchase payment, plus the RBA associated with the additional payment;
- *At step-up* — (see “Elective Step-up” and “Annual Step-up” headings below).
- *When you make a partial withdrawal:*
 - (a) *and all of your withdrawals in the current contract year, including the current withdrawal, are less than or equal to the GBP* — the RBA becomes the RBA immediately prior to the partial withdrawal, less the partial withdrawal. Note that if the partial withdrawal is taken during the first three contract years, the RBA and the GBP are calculated after the reversal of any prior step-ups;
 - (b) *and all of your withdrawals in the current contract year, including the current withdrawal, are greater than the GBP* — **the following excess withdrawal processing will be applied to the RBA.** Note that if the partial withdrawal is taken during the first three contract years, the RBA and the GBP are calculated after the reversal of any prior step-ups;
 - (c) *under the original rider after a step-up but before the third contract anniversary* — **the following excess withdrawal processing will be applied to the RBA. Note that the RBA** and the GBP are calculated after the reversal of prior step-ups.

RBA EXCESS WITHDRAWAL PROCESSING

The RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, any reduction of the RBA will be taken out of each payment’s RBA in the following manner:

The withdrawal amount up to the remaining benefit payment (defined below) is taken out of each RBA bucket in proportion to its remaining benefit payment at the time of the withdrawal; and the withdrawal amount above the remaining benefit payment and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

Guaranteed Benefit Payment

Under the original rider, the GBP is the amount you may withdraw under the terms of the rider in each contract year, subject to certain restrictions prior to the third anniversary.

Under the enhanced rider, the GBP is the withdrawal amount that you are entitled to take each contract year after the third anniversary until the RBA is depleted.

Under the original rider, the GBP is equal to 7% of the GBA. Under the enhanced rider, the GBP is the lesser of a) 7% of the GBA or (b) the RBA. Under both the original and enhanced riders, if you withdraw less than the GBP in a contract year, there is no carry over to the next contract year.

Remaining Benefit Payment

Under the original rider, at the beginning of each contract year, the remaining benefit payment (RBP) is set as the lesser of (a) the GBP, or (b) the RBA.

Under the enhanced rider, at the beginning of each contract year, during the first three contract years and prior to any withdrawal, the RBP for each purchase payment is set equal to that purchase payment plus any purchase payment credit, multiplied by 7%. At the beginning of any other contract year, each individual RBP is set equal to each individual GBP.

Each additional purchase payment has its own RBP established equal to that payment’s GBP. The total RBP is equal to the sum of the individual RBPs.

Whenever a partial withdrawal is made, the RBP equals the RBP immediately prior to the partial withdrawal less the amount of the partial withdrawal, but not less than zero.

Elective Step-up (Under the Original Rider Only)

You have the option to increase the RBA, the GBA, the GBP and the RBP beginning with the first contract anniversary. An annual elective step-up option is available for 30 days after the contract anniversary. The elective step-up option allows you to step-up the remaining benefit amount and guaranteed benefit amount to the contract value on the valuation date we receive your written request to step-up.

The elective step-up is subject to the following rules:

- if you do not take any withdrawals during the first three contract years, you may step-up annually beginning with the first contract anniversary;
- if you take any withdrawals during the first three contract years, the annual elective step-up will not be available until the third contract anniversary;
- if you step-up on the first or second contract anniversary but then take a withdrawal prior to the third contract anniversary, you will lose any prior step-ups and the withdrawal will be considered an excess withdrawal subject to the GBA and RBA excess withdrawal processing discussed under the “Guaranteed Benefit Amount” and “Remaining Benefit Amount” headings above, and to surrender charges; and
- you may take withdrawals on or after the third contract anniversary without reversal of previous step-ups

You may elect a step-up only once each contract year within 30 days after the contract anniversary. Once a step-up has been elected, another step-up may not be elected until the next contract anniversary.

Rider A⁽¹⁾: You may only step-up if your contract value on the valuation date we receive your written request to step-up is greater than RBA. The elective step-up will be determined as follows:

- The effective date of the elective step-up is the valuation date we receive your written request to step-up.
- The RBA will be increased to an amount equal to the contract value on the valuation date we receive your written request to step-up.
- The GBA will be increased to an amount equal to the greater of (a) the GBA immediately prior to the elective step-up; or (b) the contract value on the valuation date we receive your written request to step-up.
- The GBP will be increased to an amount equal to the greater of (a) the GBP immediately prior to the step-up; or (b) 7% of the GBA after the step-up.
- The RBP will be increased to the lesser of (a) the RBA after the elective step-up; or (b) the GBP after the elective step-up.

Rider B⁽¹⁾: You may only step-up if your contract value is greater than RBA. The elective step-up will be determined as follows:

- The effective date of the elective step-up is the contract anniversary.
- The RBA will be increased to an amount equal to the contract anniversary value.
- The GBA will be increased to an amount equal to the greater of (a) the GBA immediately prior to the elective step-up; or (b) the contract anniversary value.
- The GBP will be increased to an amount equal to the greater of (a) the GBP immediately prior to the step-up; or (b) 7% of the GBA after the step-up.
- The RBP will be increased to the lesser of (a) the RBA after the elective step-up; or (b) the GBP after the elective step-up.

⁽¹⁾ Before April 29, 2005 we only offered Rider B. We began offering Rider A in states where it is approved and discontinued offering Rider B in those states, on April 29, 2005. If you purchased a contract with this optional benefit rider before April 29, 2005 the references to Rider B generally apply to your contract (see the rider attached to your contract for the actual terms of the benefit you purchased). If you purchased a contract on or after April 20, 2005 with this benefit, the version we offer you depends on which state you live in. The discussion about this benefit and how it works applies generally to both riders unless otherwise noted.

Annual Step-up (Under the Enhanced Rider Only)

Beginning with the first contract anniversary after you accept the enhanced rider, an increase of the RBA, the GBA, the GBP and the RBP may be available. A step-up does not create contract value, guarantee performance of any investment options, or provide a benefit that can be withdrawn or paid upon death. Rather, a step-up determines the current values of the GBA, RBA, GBP, and RBP, and may extend the payment period or increase allowable payment.

The annual step-up is subject to the following rules:

- The annual step-up is available when the RBA would increase on the step-up date. The applicable step-up date depends on whether the annual step-up is applied on an automatic or elective basis.
- If the application of the step does not increase the rider charge, the annual step-up will be automatically applied to your contract and the step-up date is the contract anniversary date.
- If the application of the step-up would increase the rider charge (see the “Withdrawal Benefit Rider Fee” provision in the prospectus), the annual step-up is not automatically applied. Instead, you have the option to step-up for 30 days

after the contract anniversary. If you exercise the elective annual step-up option, you will pay the rider charge in effect on the step-up date. If you wish to exercise the elective annual step-up option, we must receive a request from you or your investment professional. The step-up date is the date we receive your request to step-up. If your request is received after the close of business, the step-up date will be the next valuation day.

- Only one step-up is allowed each contract year.
- If you take any withdrawals during the first three contract years, any previously applied step-ups will be reversed and the annual step-up will not be available until the third contract anniversary;
- You may take withdrawals on or after the third contract anniversary without reversal of previous step-ups. The annual step-up will be determined as follows:
 - The RBA will be increased to an amount equal to the contract value on the step-up date.
 - The GBA will be increased to an amount equal to the greater of (a) the GBA immediately prior to the annual step-up; or (b) the contract value on the step-up date.
 - The GBP will be calculated as described earlier, but based on the increased GBA and RBA.
 - The RBP will be reset as follows:
 - (a) Prior to any withdrawals during the first three contract years, the RBP will not be affected by the step-up.
 - (b) At any other time, the RBP will be reset as the increased GBP less all prior withdrawals made during the current contract year, but not less than zero.

Spousal Continuation and Special Spousal Continuation Step-up

If a surviving spouse elects to continue the contract, this rider also continues. The spousal continuation step-up is in addition to the elective step-up or the annual step-up on contract anniversaries.

A surviving spouse may elect a spousal continuation step-up by written request within 30 days following the spouse's election to continue the contract.

Under this step-up, the RBA will be reset to the greater of the RBA or the contract value on the valuation date we receive the spouse's written request to step-up; the GBA will be reset to the greater of the GBA or the contract value on the same valuation date.

If a spousal continuation step-up is elected and we have increased the charge for the rider, the spouse will pay the charge that is in effect on the valuation date we receive the written request to step-up.

It is our current administrative practice to process the spousal continuation step-up as described in the next paragraph; however, we reserve the right to discontinue the administrative practice and will give you 30 days' written notice of any such change.

At the time of spousal continuation, a step-up may be available. All annual step-up rules (see "Annual Step-Up" heading above), other than those that apply to the waiting period, also apply to the spousal continuation step-up. If the spousal continuation step-up is processed automatically, the step-up date is the valuation date the spousal continuation is effective. If not, the spouse must elect the step-up and must do so within 30 days of the spousal continuation date. If the spouse elects the spousal continuation step-up, the step-up date is the valuation date we receive the spouse's written request to step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

Remaining Benefit Amount Payout Option

Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the Withdrawal Benefit.

Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the current total RBA at the time you begin this fixed annuity option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequent than annually. If, at the death of the owner, total payments have been made for less than the RBA, the remaining payments will be paid to the beneficiary (see "The Annuity Payout Period" and "Taxes").

This annuity payout option may also be elected by the beneficiary of a contract as a settlement option if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary's life or life expectancy. Whenever multiple beneficiaries are designated under the contract, each such beneficiary's share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

If Contract Value Reduces to Less Than \$600*

If the contract value reduces to less than \$600 and the RBA remains greater than zero, the following will occur:

- you will be paid according to the annuity payout option described above;
- we will no longer accept additional purchase payments;
- you will no longer be charged for the rider;
- any attached death benefit riders will terminate; and
- the death benefit becomes the remaining payments under the annuity payout option described above. If the contract value falls to zero and the RBA is depleted, the Withdrawal Benefit rider and the contract will terminate.

* Under our current administrative practice, we allow the minimum contract value to be \$0. Therefore, these limitations will only apply when the contract value is reduced to zero.

For an example, see Appendix D.

The Annuity Payout Period

As owner of the contract, you have the right to decide how and to whom annuity payouts will be made starting at the settlement date. You may select one of the annuity payout plans outlined below, or we may mutually agree on other payout arrangements. Currently, we make annuity payments on a monthly, quarterly, semi-annually and annual basis. Assuming the initial payment is on the same date, more frequent payments will generally result in higher total payments over the year. As discussed below, certain annuity payout options have a “guaranteed period,” during which payments are guaranteed to continue. Longer guaranteed periods will generally result in lower annuity payment amounts. With a shorter guaranteed period, the amount of each annuity payment will be greater. Payments that occur more frequently will be smaller than those occurring less frequently.

We do not deduct surrender charges upon settlement but surrender charges may be applied when electing to exercise liquidity features we may make available under certain fixed annuity payout options.

You also decide whether we will make annuity payouts on a fixed or variable basis, or a combination of fixed and variable. The amount available to purchase payouts under the plan you select is the contract value on your settlement date (after any rider charges have been deducted, plus or minus any applicable MVA, less any purchase payment credits subject to reversal and less any applicable premium tax). Additionally, we currently allow you to use part of the amount available to purchase payouts, leaving any remaining contract value to accumulate on a tax-deferred basis. Special rules apply for partial annuitization of your annuity contract, see “Taxes — Nonqualified Annuities — Annuity payouts and Taxes — Qualified Annuities — Annuity payouts.” If you select a variable annuity payout, we reserve the right to limit the number of subaccounts in which you may invest. The GPAs and, the Special DCA fixed account is are not available during this payout period.

Amounts of fixed and variable payouts depend on:

- the annuity payout plan you select;
- the annuitant’s age and, in most cases, the annuitant’s sex;
- the annuity table in the contract; and
- the amounts you allocated to the accounts at settlement.

In addition, for variable payouts only, amounts depend on the investment performance of the subaccounts you select. These payouts will vary from month to month based on the performance of the funds. Fixed payouts generally remain the same from month to month unless you have elected an option providing for increasing payments or are exercising any available liquidity features we may offer and you have elected.

For information with respect to transfers between accounts after annuity payouts begin, see “Making the Most of Your Contract — Transfer policies.”

Annuity Tables

The annuity tables in your contract (Table A and Table B) show the amount of the monthly payout for each \$1,000 of contract value according to the age and, when applicable, the sex of the annuitant. (Where required by law, we will use a unisex table of settlement rates.)

Table A shows the amount of the first variable payout assuming that the contract value is invested at the beginning of the annuity payout period and earns a 5% rate of return, which is reinvested and helps to support future payouts. If you ask us at least 30 days before the settlement date, we will substitute an annuity table based on an assumed 3.5% investment rate for the 5% Table A in the contract. The assumed investment rate affects both the amount of the first payout and the extent to which subsequent payouts increase or decrease. For example, annuity payouts will increase if

the investment return is above the assumed investment rate and payouts will decrease if the return is below the assumed investment rate. Using the 5% assumed interest rate Table A results in a higher initial payment, but later payouts will increase more slowly when annuity unit values rise and decrease more rapidly when they decline.

Table B shows the minimum amount of each fixed payout. Amounts in Table B are based on the guaranteed annual effective interest rate shown in your contract. We declare current payout rates that we use in determining the actual amount of your fixed payout. The current payout rates will equal or exceed the guaranteed payout rates shown in Table B. We will furnish these rates to you upon request.

Annuity Payout Plans

We make available variable annuity payouts where payout amounts may vary based on the performance of the variable account. We may also make fixed annuity payouts available where payments of a fixed amount are made for the period specified in the plan, subject to any surrender we may permit. You may choose any one of these annuity payout plans by giving us written instructions at least 30 days before the settlement date:

- **Plan A — Life annuity — no refund:** We make monthly payouts until the annuitant's death. Payouts end with the last payout before the annuitant's death. We will not make any further payouts. This means that if the annuitant dies after we made only one monthly payout, we will not make any more payouts.
- **Plan B — Life annuity with five, ten or 15 years certain:** We make monthly payouts for a guaranteed payout period of five, ten or 15 years that you elect. This election will determine the length of the payout period to the beneficiary in the event the annuitant dies before the elected period expires. We calculate the guaranteed payout period from the settlement date. If the annuitant outlives the elected guaranteed payout period, we will continue to make payouts until the annuitant's death.
- **Plan C — Life annuity — installment refund:** We make monthly payouts until the annuitant's death, with our guarantee that payouts will continue for some period of time. We will make payouts for at least the number of months determined by dividing the amount applied under this option by the first monthly payout, whether or not the annuitant is living.
- **Plan D — Joint and last survivor life annuity — no refund:** We make monthly payouts while both the annuitant and a joint annuitant are living. If either annuitant dies, we will continue to make monthly payouts at the full amount until the death of the surviving annuitant. Payouts end with the death of the second annuitant.
- **Plan E — Payouts for a specified period:** We make monthly payouts for a specific payout period of ten to 30 years that you elect. We will make payouts only for the number of years specified whether the annuitant is living or not. Depending on the selected time period, it is foreseeable that an annuitant can outlive the payout period selected. During the payout period, you can elect to have us determine the present value of any remaining payouts and pay it to you in a lump sum.
- **Withdrawal Benefit — RBA Payout Option:** If you have a Withdrawal Benefit rider under your contract, you may elect the Withdrawal Benefit RBA payout option as an alternative to the above annuity payout plans. This option may not be available if the contract is issued to qualify under Sections 403 or 408 of the Code. For such contracts, this option will be available only if the guaranteed payout period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using life expectancy tables published by IRS. Under this option, the amount payable each year will be equal to the future schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the total RBA at the time you begin this fixed payout option (see "Optional Benefits — Withdrawal Benefit"). These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at the time but will be no less frequent than annually. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary.

For Plan A, if the annuitant dies before the initial payment, no payments will be made. For Plan B, if the annuitant dies before the initial payment, the payments will continue for the guaranteed payout period. For Plan C, if the annuitant dies before the initial payment, the payments will continue for the installment refund period. For Plan D, if both annuitants die before the initial payment, no payments will be made; however, if one annuitant dies before the initial payment, the payments will continue until the death of the surviving annuitant.

In addition to the annuity payout plans described above, we may offer additional payout plans. These plans may include cash refund features providing a guarantee of receiving at least a return of the settlement amount (less any annuity payments made and premium tax paid) in the event of the annuitant's death, term certain installment plans with varying durations, and liquidity features allowing access under certain circumstances to a surrender of the underlying value of remaining payouts. Terms and conditions of annuity payout plans will be disclosed at the time of election, including any associated fees or charges. It is important to remember that the election and use of liquidity features may either reduce the amount of future payouts you would otherwise receive or result in payouts ceasing.

Utilizing a liquidity feature to surrender the underlying value of remaining payouts may result in the assessment of a surrender charge (See "Charges — Surrender charge") or a 10% IRS penalty tax. (See "Taxes.")

The annuitant's age at the time annuity payments commence will affect the amount of each payment for annuity payment plans involving lifetime income. The amount of each annuity payment to older annuitants will be greater than for younger annuitants because payments to older annuitants are expected to be fewer in number. For annuity payment plans that do not involve lifetime income, the length of the guaranteed period will affect the amount of each payment.

Annuity payout plan requirements for qualified annuities: If your contract is a qualified annuity, you must select a payout plan as of the settlement date set forth in your contract. You have the responsibility for electing a payout plan under your contract that complies with applicable law. Your contract describes your payout plan options. The options will generally meet certain IRS regulations governing RMDs if the payout plan meets the incidental distribution benefit requirements, if any, and the payouts are made:

- in equal or substantially equal payments over a period not longer than your life expectancy or over the joint life expectancy of you and your designated beneficiary; or
- over a period certain not longer than your life expectancy or over the joint life expectancy of you and your designated beneficiary.

If we do not receive instructions: You must give us written instructions for the annuity payouts at least 30 days before the annuitant's settlement date. If you do not, we will make payouts under Plan B, with 120 monthly payouts guaranteed. Contract values that you allocated to the fixed account will provide fixed dollar payouts and contract values that you allocated among the subaccounts will provide variable annuity payouts.

If monthly payouts would be less than \$20: We will calculate the amount of monthly payouts at the time amounts are applied to a payout plan. If the calculations show that monthly payouts would be less than \$20, we have the right to pay the contract value to the owner in a lump sum or to change the frequency of the payouts.

Death after annuity payouts begin: If you die after annuity payouts begin, we will pay any amount payable to the beneficiary as provided in the annuity payout plan in effect. Payments to beneficiaries are subject to adjustment to comply with the IRS rules and regulations.

Taxes

Under current law, your contract has a tax-deferral feature. Generally, this means you do not pay income tax until there is a taxable distribution (or deemed distribution) from the contract. We will send a tax information reporting form for any year in which we made a taxable or reportable distribution according to our records.

Nonqualified Annuities

Generally, only the increase in the value of a non-qualified annuity contract over the investment in the contract is taxable. Certain exceptions apply. Federal tax law requires that all nonqualified deferred annuity contracts issued by the same company (and possibly its affiliates) to the same owner during a calendar year be taxed as a single, unified contract when distributions are taken from any one of those contracts.

Annuity payouts: Generally, unlike surrenders described below, the income taxation of annuity payouts is subject to exclusion ratios (for fixed annuity payouts) or annual excludable amounts (for variable annuity payouts). In other words, in most cases, a portion of each payout will be ordinary income and subject to tax, and a portion of each payout will be considered a return of part of your investment in the contract and will not be taxed. All amounts you receive after your investment in the contract is fully recovered will be subject to tax. Under Annuity Payout Plan A: Life annuity — no refund, where the annuitant dies before your investment in the contract is fully recovered, the remaining portion of the unrecovered investment may be available as a federal income tax deduction to the owner for the last taxable year. Under all other annuity payout plans, where the annuity payouts end before your investment in the contract is fully recovered, the remaining portion of the unrecovered investment may be available as a federal income tax deduction to the taxpayer for the tax year in which the payouts end. (See "The Annuity Payout Period — Annuity Payout Plans.")

Federal tax law permits taxpayers to annuitize a portion of their nonqualified annuity while leaving the remaining balance to continue to grow tax-deferred. Under the partial annuitization rules, the portion annuitized must be received as an annuity for a period of 10 years or more, or for the lives of one or more individuals. If this requirement is met, the annuitized portion and the tax-deferred balance will generally be treated as two separate contracts for income tax purposes only. If a contract is partially annuitized, the investment in the contract is allocated between the deferred and the annuitized portions on a pro rata basis.

Surrenders: Generally, if you surrender all or part of your nonqualified annuity before your annuity payouts begin, including surrenders under any optional withdrawal benefit rider, your surrender will be taxed to the extent that the contract value immediately before the surrender exceeds the investment in the contract. Application of surrender charges may alter the manner in which we tax report the surrender. Different rules may apply if you exchange another contract into this contract.

You also may have to pay a 10% IRS penalty for surrenders of taxable income you make before reaching age 59½ unless certain exceptions apply.

Withholding: If you receive taxable income as a result of an annuity payout or surrender, including surrenders under any optional withdrawal benefit rider, we may deduct federal, and in some cases state withholding against the payment. Any withholding represents a prepayment of your income tax due for the year. You take credit for these amounts on your annual income tax return. As long as you have provided us with a valid Social Security Number or Taxpayer Identification Number, and you have a valid U.S. address, you may be able to elect not to have federal income tax withholding occur.

If the payment is part of an annuity payout plan, we generally compute the amount of federal income tax withholding using payroll tables. You may complete our Form W-4P to use in calculating the withholding if you want withholding other than the default (single filing status with no adjustments). If the distribution is any other type of payment (such as partial or full surrender) we compute federal income tax withholding using 10% of the taxable portion unless you elect a different percentage via our Form W-4R or another acceptable method.

The federal income tax withholding requirements differ if we deliver payment outside the United States or you are a non-resident alien.

Some states also may impose income tax withholding requirements similar to the federal withholding described above or may allow you to elect withholding. If this should be the case, we may deduct state income tax withholding from the payment.

Federal and state tax withholding rules are subject to change. Annuity payouts and surrenders are subject to the tax withholding rules in effect at the time that they are made, which may differ from the rules described above.

Death benefits to beneficiaries: The death benefit under a nonqualified contract is not exempt from estate (federal or state) taxes. In addition, for income tax purposes, any amount your beneficiary receives that exceeds the remaining investment in the contract is taxable as ordinary income to the beneficiary in the year he or she receives the payments. (See “Benefits in Case of Death — If You Die Before the Settlement Date”).

Net Investment Income Tax: Certain investment income of high-income individuals (as well as estates and trusts) is subject to a 3.8% net investment income tax (as an addition to income taxes). For individuals, the 3.8% tax applies to the lesser of (1) the amount by which the taxpayer’s modified adjusted gross income exceeds \$200,000 (\$250,000 for married filing jointly and surviving spouses; \$125,000 for married filing separately) or (2) the taxpayer’s “net investment income.” Net investment income includes taxable income from nonqualified annuities. Annuity holders are advised to consult their tax advisor regarding the possible implications of this additional tax.

Annuities owned by corporations, partnerships or irrevocable trusts: For nonqualified annuities, any annual increase in the value of annuities held by such entities (nonnatural persons) generally will be treated as ordinary income received during that year. However, if the trust was set up for the benefit of a natural person(s) only, the income may generally remain tax-deferred until surrendered or paid out.

Penalties: If you receive amounts from your nonqualified annuity before reaching age 59½, you may have to pay a 10% IRS penalty on the amount includable in your ordinary income. However, this penalty will not apply to any amount received:

- because of your death or in the event of nonnatural ownership, the death of the annuitant;
- because you become disabled (as defined in the Code);
- if the distribution is part of a series of substantially equal periodic payments, made at least annually, over your life or life expectancy (or joint lives or life expectancies of you and your beneficiary);
- if it is allocable to an investment before Aug. 14, 1982; or
- if annuity payouts are made under immediate annuities as defined by the Code.

Transfer of ownership: Generally, if you transfer ownership of a nonqualified annuity without receiving adequate consideration, the transfer may be taxed as a surrender for federal income tax purposes. If the transfer is a currently taxable event for income tax purposes, the original owner will be taxed on the amount of deferred earnings at the time of the transfer and also may be subject to the 10% IRS penalty discussed earlier. In this case, the new owner’s investment in the contract will be equal to the investment in the contract at the time of the transfer plus any earnings included in the original owner’s taxable income as a result of the transfer. In general, this rule does not apply to transfers between spouses or former spouses. Similar rules apply if you transfer ownership for a full consideration. Please consult your tax advisor for further details.

1035 Exchanges of nonqualified annuities: Section 1035 of the Code permits nontaxable exchanges of certain insurance policies, endowment contracts, annuity contracts and qualified long-term care insurance products, while providing for continued tax deferral of earnings. In addition, Section 1035 permits the carryover of the investment in the contract from the old policy or contract to the new policy or contract. In a 1035 exchange one policy or contract is exchanged for another policy or contract. The following can qualify as nontaxable exchanges: (1) the exchange of a life

insurance policy for another life insurance policy or for an endowment, annuity or qualified long-term care insurance contract, (2) the exchange of an endowment contract for an annuity or qualified long-term care insurance contract, or for an endowment contract under which payments will begin no later than payments would have begun under the contract exchanged, (3) the exchange of an annuity contract for another annuity contract or for a qualified long-term care insurance contract, and (4) the exchange of a qualified long-term care insurance contract for a qualified long-term care insurance contract. However, if the life insurance policy has an outstanding loan, there may be tax consequences. Additionally, other tax rules apply. Depending on the issue date of your original policy or contract, there may be tax or other benefits that are given up to gain the benefits of the new policy or contract. Consider whether the features and benefits of the new policy or contract outweigh any tax or other benefits of the old contract.

For a partial exchange of an annuity contract for another annuity contract, the 1035 exchange is generally tax-free. The investment in the original contract and the earnings on the contract will be allocated proportionately between the original and new contracts. However, per IRS Revenue Procedure 2011-38, if surrenders are taken from either contract within the 180-day period following a partial 1035 exchange, the IRS will apply general tax principles to determine the appropriate tax treatment of the exchange and subsequent surrender. As a result, there may be unexpected tax consequences. You should consult your tax advisor before taking any surrender from either contract during the 180-day period following a partial exchange.

Assignment: If you assign or pledge your contract as collateral for a loan, earnings on purchase payments you made after Aug. 13, 1982 will be taxed as a deemed distribution and also may be subject to the 10% penalty as discussed above.

Qualified Annuities

Adverse tax consequences may result if you do not ensure that contributions, distributions and other transactions under the contract comply with the law. Qualified annuities have minimum distribution rules that govern the timing and amount of distributions. You should refer to your retirement plan's Summary Plan Description, your IRA disclosure statement, or consult a tax advisor for additional information about the distribution rules applicable to your situation.

When you use your contract to fund a retirement plan or IRA that is already tax-deferred under the Code, the contract will not provide any necessary or additional tax deferral. If your contract is used to fund an employer sponsored plan, your right to benefits may be subject to the terms and conditions of the plan regardless of the terms of the contract.

Annuity payouts: Under a qualified annuity, except a Roth IRA, Roth 401(k) or Roth 403(b), the entire payout generally is includable as ordinary income and is subject to tax unless: (1) the contract is an IRA to which you made non-deductible contributions; or (2) you rolled after-tax dollars from a retirement plan into your IRA; or (3) the contract is used to fund a retirement plan and you or your employer have contributed after-tax dollars; or (4) the contract is used to fund a retirement plan and you direct such payout to be directly rolled over to another eligible retirement plan such as an IRA. We may permit partial annuitizations of qualified annuity contracts. If we accept partial annuitizations, please remember that your contract will still need to comply with other requirements such as required minimum distributions and the payment of taxes. Prior to considering a partial annuitization on a qualified contract, you should discuss your decision and any implications with your tax adviser. Because we cannot accurately track certain after-tax funding sources, we will generally report any payments on partial annuitizations as ordinary income except in the case of a qualified distribution from a Roth IRA.

Annuity payouts from Roth IRAs: In general, the entire payout from a Roth IRA can be free from income and penalty taxes if you have attained age 59½ and meet the five year holding period.

Surrenders: Under a qualified annuity, except a Roth IRA, Roth 401(k) or Roth 403(b), the entire surrender will generally be includable as ordinary income and is subject to tax unless: (1) the contract is an IRA to which you made non-deductible contributions; or (2) you rolled after-tax dollars from a retirement plan into your IRA; or (3) the contract is used to fund a retirement plan and you or your employer have contributed after-tax dollars; or (4) the contract is used to fund a retirement plan and you direct such surrender to be directly rolled over to another eligible retirement plan such as an IRA.

Surrenders from Roth IRAs: In general, the entire payout from a Roth IRA can be free from income and penalty taxes if you have attained age 59½ and meet the five year holding period or another qualifying event such as death or disability.

Required Minimum Distributions: Retirement plans (except for Roth IRAs) are subject to required surrenders called required minimum distributions ("RMDs") beginning at age 73. RMDs are based on the fair market value of your contract at year-end divided by the life expectancy factor. Certain death benefits and optional riders may be considered in determining the fair market value of your contract for RMD purposes. This may cause your RMD to be higher. You should consult your tax advisor prior to making a purchase for an explanation of the potential tax implications to you. Inherited IRAs (including inherited Roth IRAs) are subject to special required minimum distribution rules.

Withholding for IRAs, Roth IRAs, SEPs and SIMPLE IRAs: If you receive taxable income as a result of an annuity payout or a surrender, including surrenders under any optional withdrawal benefit rider, we may deduct withholding against the payment. Any withholding represents a prepayment of your tax due for the year. You take credit for these amounts on your annual income tax return. As long as you have provided us with a valid Social Security Number or Taxpayer Identification Number, you can elect not to have any withholding occur.

If the payment is part of an annuity payout plan, we generally compute the amount of federal income tax withholding using payroll tables. You may complete our Form W-4P to use in calculating the withholding if you want withholding other than the default (single filing status with no adjustments). If the distribution is any other type of payment (such as partial or full surrender) we compute federal income tax withholding using 10% of the taxable portion unless you elect a different percentage via our Form W-4R or another acceptable method.

The federal income tax withholding requirements differ if we deliver payment outside the United States or you are a non-resident alien.

Some states also may impose income tax withholding requirements similar to the federal withholding described above. If this should be the case, we may deduct state income tax withholding from the payment.

Withholding for all other qualified annuities where RiverSource or Ameriprise Trust Company is responsible for tax reporting: If you receive directly all or part of the contract value from a qualified annuity, mandatory 20% federal income tax withholding (and possibly state income tax withholding) generally will be imposed at the time the payout is made from the plan. Any withholding represents a prepayment of your tax due for the year. You take credit for these amounts on your annual income tax return. This mandatory withholding will not be imposed if instead of receiving the distribution check, you elect to have the distribution rolled over directly to an IRA or another eligible plan. Payments made to a surviving spouse instead of being directly rolled over to an IRA are also subject to mandatory 20% income tax withholding.

In the below situations, the distribution is subject to optional withholding instead of the mandatory 20% withholding. We will withhold 10% of the distribution amount unless you elect otherwise.

- the payout is one in a series of substantially equal periodic payouts, made at least annually, over your life or life expectancy (or the joint lives or life expectancies of you and your designated beneficiary) or over a specified period of 10 years or more;
- the payout is a RMD as defined under the Code;
- the payout is made on account of an eligible hardship; or
- the payout is a corrective distribution.

State withholding also may be imposed on taxable distributions.

Penalties: If you receive amounts from your qualified contract before reaching age 59½, you may have to pay a 10% IRS penalty on the amount includable in your ordinary income. However, this penalty generally will not apply to any amount received:

- because of your death;
- because you become disabled (as defined in the Code);
- if the distribution is part of a series of substantially equal periodic payments made at least annually, over your life or life expectancy (or joint lives or life expectancies of you and your beneficiary);
- if the distribution is made following severance from employment during or after the calendar year in which you attain age 55 (TSAs and annuities funding 401(a) plans only);
- to pay certain medical or education expenses (IRAs only);
- if the distribution is made from an inherited IRA; or
- any other instances, as allowed by the IRS.

Death benefits to beneficiaries: The entire death benefit generally is taxable as ordinary income to the beneficiary in the year he/she receives the payments from the qualified annuity. If you made non-deductible contributions to a traditional IRA, the portion of any distribution from the contract that represents after-tax contributions is not taxable as ordinary income to your beneficiary. Under current IRS requirements, you are responsible for keeping all records tracking your non-deductible contributions to an IRA. Death benefits under a Roth IRA generally are not taxable as ordinary income to the beneficiary if certain distribution requirements are met. (See “Benefits in Case of Death — If You Die Before the Settlement Date”).

Change of retirement plan type: IRS regulations allow for rollovers of certain retirement plan distributions. In some circumstances, you may be able to have an intra-contract rollover, keeping the same features and conditions. If the annuity contract you have does not support an intra-contract rollover, you are able to request an IRS approved rollover to

another annuity contract or other investment product that you choose. If you choose another annuity contract or investment product, you will be subject to new rules, including a new surrender charge schedule for an annuity contract, or other product rules as applicable.

Assignment: You may not assign or pledge your qualified contract as collateral for a loan.

Other

Purchase payment credits: These are considered earnings and are taxed accordingly when surrendered or paid out.

Special considerations if you select any optional rider: As of the date of this prospectus, we believe that charges related to these riders are not subject to current taxation. Therefore, we will not report these charges as partial surrenders from your contract. However, the IRS may determine that these charges should be treated as partial surrenders subject to taxation to the extent of any gain as well as the 10% tax penalty for surrenders before the age of 59½, if applicable, on the taxable portion.

We reserve the right to report charges for these riders as partial surrenders if we, as a withholding and reporting agent, believe that we are required to report them. In addition, we will report any benefits attributable to these riders on your death as an annuity death benefit distribution, not as proceeds from life insurance.

Important: Our discussion of federal tax laws is based upon our understanding of current interpretations of these laws. Federal tax laws or current interpretations of them may change. For this reason and because tax consequences are complex and highly individual and cannot always be anticipated, you should consult a tax advisor if you have any questions about taxation of your contract.

RiverSource Life's tax status: We are taxed as a life insurance company under the Code. For federal income tax purposes, the subaccounts are considered a part of our company, although their operations are treated separately in accounting and financial statements. Investment income is reinvested in the fund in which each subaccount invests and becomes part of that subaccount's value. This investment income, including realized capital gains, is not subject to any withholding for federal or state income taxes. We reserve the right to make such a charge in the future if there is a change in the tax treatment of variable annuities or in our tax status as we then understand it.

The company includes in its taxable income the net investment income derived from the investment of assets held in its subaccounts because the company is considered the owner of these assets under federal income tax law. The company may claim certain tax benefits associated with this investment income. These benefits, which may include foreign tax credits and the corporate dividend received deduction, are not passed on to you since the company is the owner of the assets under federal tax law and is taxed on the investment income generated by the assets.

Tax qualification: We intend that the contract qualify as an annuity for federal income tax purposes. To that end, the provisions of the contract are to be interpreted to ensure or maintain such tax qualification, in spite of any other provisions of the contract. We reserve the right to amend the contract to reflect any clarifications that may be needed or are appropriate to maintain such qualification or to conform the contract to any applicable changes in the tax qualification requirements. We will send you a copy of any amendments.

Spousal status: When it comes to your marital status and the identification and naming of any spouse as a beneficiary or party to your contract, we will rely on the representations you make to us. Based on this reliance, we will issue and administer your contract in accordance with these representations. If you represent that you are married and your representation is incorrect or your marriage is deemed invalid for federal or state law purposes, then the benefits and rights under your contract may be different.

If you have any questions as to the status of your relationship as a marriage, then you should consult an appropriate tax or legal advisor.

Voting Rights

As a contract owner with investments in the subaccounts, you may vote on important fund policies until annuity payouts begin. Once they begin, the person receiving them has voting rights. We will vote fund shares according to the instructions of the person with voting rights.

Before annuity payouts begin, the number of votes you have is determined by applying your percentage interest in each subaccount to the total number of votes allowed to the subaccount.

After annuity payouts begin, the number of votes you have is equal to:

- the reserve held in each subaccount for your contract; divided by
- the net asset value of one share of the applicable fund.

As we make annuity payouts, the reserve for the contract decreases; therefore, the number of votes also will decrease.

We calculate votes separately for each subaccount. We will send notice of shareholders' meetings, proxy materials and a statement of the number of votes to which the voter is entitled. We are the legal owner of all fund shares and therefore hold all voting rights. However, to the extent required by law, we will vote the shares of each fund according to instructions we receive from contract owners. We will vote shares for which we have not received instructions and shares that we or our affiliates own in our own names in the same proportion as the votes for which we received instructions. As a result of this proportional voting, in cases when a small number of contract owners vote, their votes will have a greater impact and may even control the outcome.

Substitution of Investments

We may substitute the Funds in which the subaccounts invest if:

- laws or regulations change;
- the existing funds become unavailable; or
- in our judgment, the funds no longer are suitable (or no longer the most suitable) for the Subaccounts.

If any of these situations occur, we have the right to substitute a Fund currently listed in this prospectus (existing fund) for another Fund (new Fund), provided we obtain any required SEC and state insurance law approval. The new Fund may have higher fees and/or operating expenses than the existing Fund. Also, the new Fund may have investment objectives and policies and/or investment advisers which differ from the existing Fund.

We may also:

- add new Subaccounts;
- combine any two or more Subaccounts;
- transfer assets to and from the Subaccounts or the Variable Account; and
- eliminate or close any Subaccounts.

We will notify you of any substitution or change and obtain your approval if required.

In certain limited circumstances permitted by applicable law, we may amend the contract and take whatever action is necessary and appropriate without your consent or approval. We will obtain any required prior approval of the SEC or state insurance department before making any substitution or change.

About the Service Providers

Principal Underwriter

RiverSource Distributors, Inc. (RiverSource Distributors), our affiliate, serves as the principal underwriter and general distributor of the contract. Its offices are located at 829 Ameriprise Financial Center, Minneapolis, MN 55474. RiverSource Distributors is a wholly-owned subsidiary of Ameriprise Financial, Inc.

Sales of the Contract

New contracts are not currently being offered.

- Only securities broker-dealers ("selling firms") registered with the SEC and members of the FINRA may sell the contract.
- The contracts are continuously offered to the public through authorized selling firms. We and RiverSource Distributors have a sales agreement with the selling firm. The sales agreement authorizes the selling firm to offer the contracts to the public. RiverSource Distributors pays the selling firm (or an affiliated insurance agency) for contracts its financial advisors sell. The selling firm may be required to return sales commissions under certain circumstances including but not limited to when contracts are returned under the free look period.

Payments to Selling Firms

- We may use compensation plans which vary by selling firm. For example, 5.75% each time a purchase payment is made. We may pay ongoing trail commissions of up to 1.25% of the contract value. We do not pay or withhold payment of commissions based on which investment options you select.
- We may pay selling firms a temporary additional sales commission of up to 1% of purchase payments for a period of time we select. For example, we may offer to pay a temporary additional sales commission to get selling firms to market a new or enhanced contract or to increase sales during the period.

- In addition to commissions, we may, in order to promote sales of the contracts, and as permitted by applicable laws and regulations, pay or provide selling firms with other promotional incentives in cash, credit or other compensation. We generally (but may not) offer these promotional incentives to all selling firms. The terms of such arrangements differ between selling firms. These promotional incentives may include but are not limited to:
- sponsorship of marketing, educational, due diligence and compliance meetings and conferences we or the selling firm may conduct for financial advisors, including subsidy of travel, meal, lodging, entertainment and other expenses related to these meetings;
- marketing support related to sales of the contract including for example, the creation of marketing materials, advertising and newsletters;
- providing service to contract owners; and
- funding other events sponsored by a selling firm that may encourage the selling firm's financial advisors to sell the contract.

These promotional incentives or reimbursements may be calculated as a percentage of the selling firm's aggregate, net or anticipated sales and/or total assets attributable to sales of the contract, and/or may be a fixed dollar amount. As noted below this additional compensation may cause the selling firm and its financial advisors to favor the contracts.

Sources of Payments to Selling Firms

We pay the commissions and other compensation described above from our assets. Our assets may include:

- revenues we receive from fees and expenses that you will pay when buying, owning and surrendering the contract (see "Expense Summary");
- compensation we or an affiliate receive from the underlying funds in the form of distribution and services fees (see "The Variable Account and the Funds - The funds");
- compensation we or an affiliate receive from a fund's investment adviser, subadviser, distributor or an affiliate of any of these (see "The Variable Account and the Funds - The funds"); and
- revenues we receive from other contracts and policies we sell that are not securities and other businesses we conduct.

You do not directly pay the commissions and other compensation described above as the result of a specific charge or deduction under the contract. However, you may pay part or all of the commissions and other compensation described above indirectly through:

- fees and expenses we collect from contract owners , including surrender charges; and
- fees and expenses charged by the underlying funds in which the subaccounts you select invest, to the extent we or one of our affiliates receive revenue from the funds or an affiliated person.

Potential Conflicts of Interest

Compensation payment arrangements with selling firms can potentially:

- give selling firms a heightened financial incentive to sell the contract offered in this prospectus over another investment with lower compensation to the selling firm.
- cause selling firms to encourage their financial advisors to sell you the contract offered in this prospectus instead of selling you other alternative investments that may result in lower compensation to the selling firm.
- cause selling firms to grant us access to its financial advisors to promote sales of the contract offered in this prospectus, while denying that access to other firms offering similar contracts or other alternative investments which may pay lower compensation to the selling firm.

Payments to Financial Advisors

- The selling firm pays its financial advisors. The selling firm decides the compensation and benefits it will pay its financial advisors.
- To inform yourself of any potential conflicts of interest, ask your financial advisor before you buy how the selling firm and its financial advisors are being compensated and the amount of the compensation that each will receive if you buy the contract.

Issuer

We issue the contracts. We are a stock life insurance company organized in 1957 under the laws of the state of Minnesota and are located at 829 Ameriprise Financial Center, Minneapolis, MN 55474. We are a wholly-owned subsidiary of Ameriprise Financial, Inc.

We conduct a conventional life insurance business. We are licensed to do business in 49 states, the District of Columbia and American Samoa. Our primary products currently include fixed and variable annuity contracts (including indexed linked annuity contracts) and life insurance policies.

Legal Proceedings

RiverSource Life (the Company) is involved in the normal course of business in legal proceedings which include regulatory inquiries, arbitration and litigation, including class actions, concerning matters arising in connection with the conduct of its activities. These include proceedings specific to the Company as well as proceedings generally applicable to business practices in the industries in which it operates. The Company can also be subject to legal proceedings arising out of its general business activities, such as its investments, contracts, and employment relationships. Uncertain economic conditions, heightened and sustained volatility in the financial markets and significant financial reform legislation may increase the likelihood that clients and other persons or regulators may present or threaten legal claims or that regulators increase the scope or frequency of examinations of the Company or the insurance industry generally.

As with other insurance companies, the level of regulatory activity and inquiry concerning the Company's businesses remains elevated. From time to time, the Company and its affiliates, including Ameriprise Financial Services, LLC ("AFS") and RiverSource Distributors, Inc. receive requests for information from, and/or are subject to examination or claims by various state, federal and other domestic authorities. The Company and its affiliates typically have numerous pending matters, which includes information requests, exams or inquiries regarding their business activities and practices and other subjects, including from time to time: sales and distribution of various products, including the Company's life insurance and variable annuity products; supervision of associated persons, including AFS financial advisors and RiverSource Distributors Inc.'s wholesalers; administration of insurance and annuity claims; security of client information; and transaction monitoring systems and controls. The Company and its affiliates have cooperated and will continue to cooperate with the applicable regulators.

These legal proceedings are subject to uncertainties and, as such, it is inherently difficult to determine whether any loss is probable or even reasonably possible, or to reasonably estimate the amount of any loss. The Company cannot predict with certainty if, how or when any such proceedings will be initiated or resolved. Matters frequently need to be more developed before a loss or range of loss can be reasonably estimated for any proceeding. An adverse outcome in one or more proceedings could eventually result in adverse judgments, settlements, fines, penalties or other sanctions, in addition to further claims, examinations or adverse publicity that could have a material adverse effect on the Company's consolidated financial condition, results of operations or liquidity.

Appendix A: Funds Available Under the Contract

The following is a list of funds available under the contract. More information about the funds is available in the prospectuses for the funds, which may be amended from time to time and can be found online at riversource.com. You can also request this information at no cost by calling 1-800-862-7919 or by sending an email request to riversource.annuityservice@ampf.com. Depending on the optional benefits you choose, you may not be able to invest in certain funds. See table below, “Funds Available Under the Optional Benefits Offered Under the Contract”.

The current expenses and performance information below reflects fee and expenses of the funds, but do not reflect the other fees and expenses that your contract may charge. Expenses would be higher and performance would be lower if these other charges were included. Each fund’s past performance is not necessarily an indication of future performance.

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to maximize total return consistent with AllianceBernstein’s determination of reasonable risk.	AB VPS Dynamic Asset Allocation Portfolio (Class B) ¹ <i>AllianceBernstein L.P.</i>	1.10% ²	13.48%	4.03%	3.22%
Seeks long-term growth of capital.	AB VPS International Value Portfolio (Class B) <i>AllianceBernstein L.P.</i>	1.15%	14.83%	5.55%	1.83%
Seeks long-term growth of capital.	AB VPS Relative Value Portfolio (Class B) <i>AllianceBernstein L.P.</i>	0.86% ²	11.72%	11.57%	9.05%
Seeks long-term growth of capital.	AB VPS Sustainable Global Thematic Portfolio (Class B) <i>AllianceBernstein L.P.</i>	1.17% ²	15.70%	13.27%	9.33%
Seeks long-term capital appreciation.	Allspring VT Opportunity Fund - Class 2 <i>Allspring Funds Management, LLC, adviser; Allspring Global Investments, LLC, sub-adviser.</i>	1.00% ²	26.50%	14.74%	10.32%
Seeks long-term capital appreciation.	Allspring VT Small Cap Growth Fund - Class 2 <i>Allspring Funds Management, LLC, adviser; Allspring Global Investments, LLC, sub-adviser.</i>	1.17%	4.11%	7.68%	6.60%
The Portfolio seeks investment results that correspond (before fees and expenses) generally to the price and yield performance of its underlying index, the Alerian Midstream Energy Select Index (the “Index”).	ALPS Alerian Energy Infrastructure Portfolio: Class III <i>ALPS Advisors, Inc.</i>	1.30% ²	13.91%	10.67%	2.70%
Seeks high total investment return.	BlackRock Global Allocation V.I. Fund (Class III) <i>BlackRock Advisors, LLC, adviser; BlackRock (Singapore) Limited and BlackRock International Limited, sub-advisers.</i>	1.02% ²	12.49%	7.39%	4.63%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to achieve a competitive total return through an actively managed portfolio of stocks, bonds and money market instruments which offer income and capital growth opportunity.	Calvert VP SRI Balanced Portfolio - Class I <i>Calvert Research and Management</i>	0.65%	16.82%	10.27%	7.46%
Seeks long-term growth of capital.	ClearBridge Variable Small Cap Growth Portfolio - Class I <i>Legg Mason Partners Fund Advisor, LLC, investment manager; ClearBridge Investments, LLC, sub-adviser. (Western Asset Management Company manages the portion of cash and short-term investments allocated to it)</i>	0.80%	8.40%	9.56%	7.89%
Seeks maximum total investment return through a combination of capital growth and current income.	Columbia Variable Portfolio - Balanced Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.89%	21.23%	10.83%	7.94%
Seeks to provide shareholders with total return.	Columbia Variable Portfolio - Commodity Strategy Fund (Class 2) <i>Columbia Management Investment Advisers, LLC</i>	1.01% ²	(7.14%)	9.08%	(0.97%)
Seeks total return, consisting of long-term capital appreciation and current income.	Columbia Variable Portfolio - Contrarian Core Fund (Class 2) <i>Columbia Management Investment Advisers, LLC</i>	0.95% ²	31.88%	16.54%	11.54%
Seeks to provide shareholders with capital appreciation.	Columbia Variable Portfolio - Disciplined Core Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.81%	24.21%	13.69%	11.02%
Seeks to provide shareholders with a high level of current income and, as a secondary objective, steady growth of capital.	Columbia Variable Portfolio - Dividend Opportunity Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.87% ²	4.95%	10.34%	7.87%
Non-diversified fund that seeks to provide shareholders with high total return through current income and, secondarily, through capital appreciation.	Columbia Variable Portfolio - Emerging Markets Bond Fund (Class 2) <i>Columbia Management Investment Advisers, LLC</i>	1.00% ²	10.02%	1.57%	2.20%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Emerging Markets Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	1.22% ²	9.31%	3.54%	2.51%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide shareholders with high total return through income and growth of capital.	Columbia Variable Portfolio - Global Strategic Income Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.72% ²	9.81%	2.18%	0.42%
Seeks to provide shareholders with maximum current income consistent with liquidity and stability of principal.	Columbia Variable Portfolio - Government Money Market Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.49% ²	4.61%	1.56%	0.95%
Seeks to provide shareholders with high current income as its primary objective and, as its secondary objective, capital growth.	Columbia Variable Portfolio - High Yield Bond Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.77% ²	12.08%	5.47%	4.32%
Seeks to provide shareholders with a high total return through current income and capital appreciation.	Columbia Variable Portfolio - Income Opportunities Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.77% ²	11.51%	5.15%	4.12%
Seeks to provide shareholders with a high level of current income while attempting to conserve the value of the investment for the longest period of time.	Columbia Variable Portfolio - Intermediate Bond Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.64%	6.19%	1.47%	2.12%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Large Cap Growth Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.85%	42.95%	18.14%	13.51%
Seeks to provide shareholders with long-term capital appreciation.	Columbia Variable Portfolio - Large Cap Index Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.38%	25.82%	15.23%	11.56%
Seeks to provide shareholders with a level of current income consistent with preservation of capital.	Columbia Variable Portfolio - Limited Duration Credit Fund (Class 2) <i>Columbia Management Investment Advisers, LLC</i>	0.66% ²	6.66%	2.36%	1.65%
Seeks total return, consisting of current income and capital appreciation.	Columbia Variable Portfolio - Long Government/Credit Bond Fund (Class 2) <i>Columbia Management Investment Advisers, LLC</i>	0.74% ²	6.68%	0.81%	1.67%
Seeks to provide shareholders with capital appreciation.	Columbia Variable Portfolio - Overseas Core Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.92%	15.47%	8.09%	3.51%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide shareholders with long-term growth of capital.	Columbia Variable Portfolio - Select Large Cap Value Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.83%	5.23%	11.99%	8.99%
Seeks to provide shareholders with growth of capital.	Columbia Variable Portfolio - Select Mid Cap Growth Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.95% ²	25.08%	12.93%	9.51%
Seeks to provide shareholders with long-term growth of capital.	Columbia Variable Portfolio - Select Mid Cap Value Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.95% ²	10.18%	13.20%	8.29%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.98% ²	12.97%	10.05%	6.32%
Seeks to provide shareholders with current income as its primary objective and, as its secondary objective, preservation of capital.	Columbia Variable Portfolio - U.S. Government Mortgage Fund (Class 3) <i>Columbia Management Investment Advisers, LLC</i>	0.59%	5.55%	0.04%	1.45%
The portfolio is designed to achieve positive total return relative to the performance of the Bloomberg Commodity Index Total Return ("BCOM Index").	Credit Suisse Trust - Commodity Return Strategy Portfolio, Class 1 <i>Credit Suisse Asset Management, LLC</i>	1.05%	(9.11%)	7.23%	(1.21%)
Non-diversified fund that seeks to provide shareholders with total return that exceeds the rate of inflation over the long term.	CTIVP [®] - BlackRock Global Inflation-Protected Securities Fund (Class 3) <i>Columbia Management Investment Advisers, LLC, adviser; BlackRock Financial Management, Inc., subadviser; BlackRock International Limited, sub-subadviser.</i>	0.75% ²	3.95%	1.04%	2.23%
Seeks to provide shareholders with long-term capital growth.	CTIVP [®] - Principal Blue Chip Growth Fund (Class 1) <i>Columbia Management Investment Advisers, LLC, adviser; Principal Global Investors, LLC, subadviser.</i>	0.70%	39.54%	15.67%	13.48%
Seeks to provide shareholders with long-term growth of capital.	CTIVP [®] - Victory Sycamore Established Value Fund (Class 3) <i>Columbia Management Investment Advisers, LLC, adviser; Victory Capital Management Inc., subadviser.</i>	0.95%	9.81%	14.18%	10.58%
Seeks capital appreciation.	DWS Alternative Asset Allocation VIP, Class B ³ <i>DWS Investment Management Americas Inc., adviser; RREEF America L.L.C., subadviser.</i>	1.21%	5.67%	5.70%	2.63%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks high level of current income.	Eaton Vance VT Floating-Rate Income Fund - Initial Class <i>Eaton Vance Management</i>	1.17%	11.21%	4.13%	3.22%
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund® Portfolio Service Class 2 <i>Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, subadvisers.</i>	0.81%	33.12%	16.36%	11.33%
Seeks high total return through a combination of current income and capital appreciation.	Fidelity® VIP Growth & Income Portfolio Service Class 2 <i>Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, subadvisers.</i>	0.74%	18.41%	14.50%	10.00%
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio Service Class 2 <i>Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, subadvisers.</i>	0.82%	14.80%	12.17%	7.85%
Seeks long-term growth of capital.	Fidelity® VIP Overseas Portfolio Service Class 2 <i>Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, FIL Investment Advisers, FIL Investment Advisers (UK) Limited and FIL Investments (Japan) Limited, subadvisers.</i>	0.98%	20.22%	9.71%	4.65%
Seeks a high level of current income and may also seek capital appreciation.	Fidelity® VIP Strategic Income Portfolio Service Class 2 <i>Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, FIL Investment Advisers, FIL Investment Advisers (UK) Limited and FIL Investments (Japan) Limited, subadvisers.</i>	0.90%	9.18%	3.47%	3.10%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks high total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of companies located anywhere in the world that operate in the real estate sector.	Franklin Global Real Estate VIP Fund - Class 2 <i>Franklin Templeton Institutional, LLC</i>	1.25% ²	11.43%	3.88%	3.78%
Seeks to maximize income while maintaining prospects for capital appreciation. Under normal market conditions, the fund invests in a diversified portfolio of equity and debt securities.	Franklin Income VIP Fund - Class 2 <i>Franklin Advisers, Inc.</i>	0.71% ²	8.62%	6.98%	5.01%
Seeks capital appreciation, with income as a secondary goal. Under normal market conditions, the fund invests primarily in U.S. and foreign equity securities that the investment manager believes are undervalued.	Franklin Mutual Shares VIP Fund - Class 2 <i>Franklin Mutual Advisers, LLC</i>	0.93%	13.46%	7.81%	5.43%
Seeks long-term total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of small capitalization companies.	Franklin Small Cap Value VIP Fund - Class 2 <i>Franklin Mutual Advisers, LLC</i>	0.91% ²	12.75%	11.06%	7.04%
Seeks long-term capital appreciation.	Goldman Sachs VIT Mid Cap Value Fund - Institutional Shares <i>Goldman Sachs Asset Management, L.P.</i>	0.84% ²	11.42%	13.36%	8.10%
Seeks long-term growth of capital.	Goldman Sachs VIT Multi-Strategy Alternatives Portfolio - Advisor Shares ³ <i>Goldman Sachs Asset Management, L.P.</i>	1.36% ²	7.53%	4.00%	-
Seeks long-term growth of capital and dividend income.	Goldman Sachs VIT U.S. Equity Insights Fund - Institutional Shares <i>Goldman Sachs Asset Management, L.P.</i>	0.56% ²	23.81%	13.60%	10.97%
Non-diversified fund that seeks capital growth.	Invesco V.I. American Franchise Fund, Series II Shares <i>Invesco Advisers, Inc.</i>	1.11%	40.60%	15.88%	11.42%
Seeks total return with a low to moderate correlation to traditional financial market indices.	Invesco V.I. Balanced-Risk Allocation Fund, Series II Shares ¹ <i>Invesco Advisers, Inc.</i>	1.13% ²	6.40%	4.66%	3.79%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks.	Invesco V.I. Comstock Fund, Series II Shares <i>Invesco Advisers, Inc.</i>	1.00%	12.10%	13.20%	8.65%
Seeks capital appreciation.	Invesco V.I. Discovery Mid Cap Growth Fund, Series II Shares <i>Invesco Advisers, Inc.</i>	1.12%	12.85%	12.47%	9.52%
Seeks to provide reasonable current income and long-term growth of income and capital.	Invesco V.I. Diversified Dividend Fund, Series I Shares <i>Invesco Advisers, Inc.</i>	0.68%	9.05%	9.81%	7.80%
Seeks long-term growth of capital.	Invesco V.I. EQV International Equity Fund, Series II Shares <i>Invesco Advisers, Inc.</i>	1.15%	17.86%	8.15%	4.07%
Seeks capital appreciation.	Invesco V.I. Global Fund, Series II Shares <i>Invesco Advisers, Inc.</i>	1.07%	34.45%	12.02%	8.21%
Seeks total return	Invesco V.I. Global Strategic Income Fund, Series II Shares <i>Invesco Advisers, Inc.</i>	1.17% ²	8.60%	1.04%	1.25%
Seeks long-term growth of capital.	Invesco V.I. Health Care Fund, Series II Shares <i>Invesco Advisers, Inc.</i>	1.23%	2.77%	8.49%	6.60%
Seeks capital appreciation.	Invesco V.I. Main Street Small Cap Fund [®] , Series II Shares <i>Invesco Advisers, Inc.</i>	1.13%	17.82%	12.79%	8.66%
Seeks long-term growth of capital.	Invesco V.I. Technology Fund, Series I Shares <i>Invesco Advisers, Inc.</i>	0.98%	46.94%	14.92%	12.24%
Seeks long-term capital growth, consistent with preservation of capital and balanced by current income.	Janus Henderson Balanced Portfolio: Service Shares <i>Janus Henderson Investors US LLC</i>	0.87%	15.13%	9.37%	7.73%
Seeks to obtain maximum total return, consistent with preservation of capital.	Janus Henderson Flexible Bond Portfolio: Service Shares <i>Janus Henderson Investors US LLC</i>	0.82% ²	5.29%	1.55%	1.66%
Seeks long-term growth of capital.	Janus Henderson Research Portfolio: Service Shares <i>Janus Henderson Investors US LLC</i>	0.82%	42.81%	16.54%	12.21%
Seeks total return.	Lazard Retirement Global Dynamic Multi-Asset Portfolio - Service Shares ¹ <i>Lazard Asset Management, LLC</i>	1.05% ²	10.81%	4.00%	3.77%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks capital growth.	LVIP American Century International Fund, Service Class <i>Lincoln Financial Investments Corporation, investment adviser; American Century Investment Management, Inc., investment sub-adviser.</i>	1.10% ²	12.43%	8.12%	3.91%
Seeks long-term capital growth. Income is a secondary objective.	LVIP American Century Mid Cap Value Fund, Service Class <i>Lincoln Financial Investments Corporation, investment adviser; American Century Investment Management, Inc., investment sub-adviser.</i>	1.01% ²	6.03%	10.90%	8.61%
Seeks capital growth.	LVIP American Century Ultra [®] Fund, Service Class <i>Lincoln Financial Investments Corporation, investment adviser; American Century Investment Management, Inc., investment sub-adviser.</i>	0.90% ²	43.27%	19.07%	14.47%
Seeks long-term capital growth. Income is a secondary objective.	LVIP American Century Value Fund, Service Class <i>Lincoln Financial Investments Corporation, investment adviser; American Century Investment Management, Inc., investment sub-adviser.</i>	0.86% ²	9.02%	11.71%	8.36%
Seeks to provide total return.	Macquarie VIP Asset Strategy Series - Service Class (previously Delaware Ivy VIP Asset Strategy, Class II) <i>Ivy Investment Management Company</i>	0.85% ²	13.90%	8.27%	3.48%
Seeks capital appreciation.	MFS [®] Massachusetts Investors Growth Stock Portfolio - Service Class <i>Massachusetts Financial Services Company</i>	0.98% ²	23.70%	16.39%	12.44%
Seeks capital appreciation.	MFS [®] New Discovery Series - Service Class <i>Massachusetts Financial Services Company</i>	1.12% ²	14.25%	10.81%	7.41%
Seeks total return.	MFS [®] Utilities Series - Service Class <i>Massachusetts Financial Services Company</i>	1.04% ²	(2.33%)	8.05%	6.13%
The Fund seeks long-term capital growth by investing primarily in common stocks and other equity securities.	Morgan Stanley VIF Discovery Portfolio, Class II Shares <i>Morgan Stanley Investment Management Inc.</i>	1.05% ²	44.13%	10.83%	8.38%
The Fund seeks to provide current income and capital appreciation.	Morgan Stanley VIF Global Real Estate Portfolio, Class II Shares <i>Morgan Stanley Investment Management Inc., adviser; Morgan Stanley Investment Management Limited and Morgan Stanley Investment Management Company, subadvisers.</i>	1.10% ²	10.47%	0.30%	1.69%
Seeks maximum real return, consistent with preservation of real capital and prudent investment management.	PIMCO VIT All Asset Portfolio, Advisor Class ³ <i>Pacific Investment Management Company LLC (PIMCO)</i>	2.29% ²	8.02%	5.90%	3.93%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks total return which exceeds that of a blend of 60% MSCI World Index/40% Barclays U.S. Aggregate Index.	PIMCO VIT Global Managed Asset Allocation Portfolio, Advisor Class ³ <i>Pacific Investment Management Company LLC (PIMCO)</i>	1.34% ²	12.85%	7.20%	5.14%
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO VIT Total Return Portfolio, Advisor Class <i>Pacific Investment Management Company LLC (PIMCO)</i>	0.85%	5.83%	0.98%	1.60%
Seeks capital appreciation.	Putnam VT Global Health Care Fund - Class IB Shares <i>Putnam Investment Management, LLC, investment advisor. Though the investment advisor has retained the services of both Putnam Investments Limited (PIL) and The Putnam Advisory Company, LLC (PAC), PIL and PAC do not currently manage any assets of the fund.</i>	1.01%	9.13%	13.48%	10.16%
Seeks capital appreciation.	Putnam VT International Equity Fund - Class IB Shares <i>Putnam Investment Management, LLC, investment advisor; Putnam Investments Limited, sub-advisor. Though the investment advisor has retained the services of The Putnam Advisory Company, LLC (PAC), PAC does not currently manage any assets of the fund.</i>	1.10%	18.51%	9.05%	3.70%
Seeks long-term capital appreciation.	Putnam VT Sustainable Leaders Fund - Class IB Shares <i>Putnam Investment Management, LLC, investment advisor. Though the investment advisor has retained the services of Putnam Investments Limited (PIL), PIL does not currently manage any assets.</i>	0.90%	26.11%	16.09%	12.59%
Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration. Under normal market conditions, the fund invests at least 80% of its net assets in debt securities of any maturity.	Templeton Global Bond VIP Fund - Class 2 <i>Franklin Advisers, Inc.</i>	0.75% ²	2.88%	(2.13%)	(0.66%)

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks long-term capital appreciation by investing in common stocks of gold-mining companies. The Fund may take current income into consideration when choosing investments.	VanEck VIP Global Gold Fund (Class S Shares) <i>Van Eck Associates Corporation</i>	1.45% ²	10.41%	9.61%	4.61%
Seeks to provide a high level of total return that is consistent with an aggressive level of risk.	Variable Portfolio - Aggressive Portfolio (Class 2) ³ <i>Columbia Management Investment Advisers, LLC</i>	1.05%	17.22%	9.19%	6.47%
Seeks to provide a high level of total return that is consistent with an aggressive level of risk.	Variable Portfolio - Aggressive Portfolio (Class 4) ³ <i>Columbia Management Investment Advisers, LLC</i>	1.05%	17.19%	9.20%	6.47%
Seeks to provide a high level of total return that is consistent with a conservative level of risk.	Variable Portfolio - Conservative Portfolio (Class 2) ³ <i>Columbia Management Investment Advisers, LLC</i>	0.88% ²	8.46%	2.66%	2.50%
Seeks to provide a high level of total return that is consistent with a conservative level of risk.	Variable Portfolio - Conservative Portfolio (Class 4) ³ <i>Columbia Management Investment Advisers, LLC</i>	0.88% ²	8.39%	2.64%	2.50%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Risk Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	1.02% ²	12.26%	5.14%	-
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Risk U.S. Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	1.00%	14.54%	6.90%	-
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Conservative Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	0.95%	7.87%	2.39%	2.33%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Conservative Growth Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	0.98%	9.98%	3.66%	3.05%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Growth Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	1.02%	14.59%	6.34%	4.44%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Moderate Growth Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	0.99%	12.27%	5.07%	3.84%
Seeks to provide a high level of total return that is consistent with a moderate level of risk.	Variable Portfolio - Moderate Portfolio (Class 2) ³ <i>Columbia Management Investment Advisers, LLC</i>	0.97%	12.96%	6.12%	4.63%
Seeks to provide a high level of total return that is consistent with a moderate level of risk.	Variable Portfolio - Moderate Portfolio (Class 4) ³ <i>Columbia Management Investment Advisers, LLC</i>	0.97%	12.94%	6.12%	4.63%
Seeks to provide a high level of total return that is consistent with a moderately aggressive level of risk.	Variable Portfolio - Moderately Aggressive Portfolio (Class 2) ³ <i>Columbia Management Investment Advisers, LLC</i>	1.01%	14.93%	7.56%	5.50%
Seeks to provide a high level of total return that is consistent with a moderately aggressive level of risk.	Variable Portfolio - Moderately Aggressive Portfolio (Class 4) ³ <i>Columbia Management Investment Advisers, LLC</i>	1.01%	14.91%	7.57%	5.50%
Seeks to provide a high level of total return that is consistent with a moderately conservative level of risk.	Variable Portfolio - Moderately Conservative Portfolio (Class 2) ³ <i>Columbia Management Investment Advisers, LLC</i>	0.94%	10.50%	4.32%	3.54%
Seeks to provide a high level of total return that is consistent with a moderately conservative level of risk.	Variable Portfolio - Moderately Conservative Portfolio (Class 4) ³ <i>Columbia Management Investment Advisers, LLC</i>	0.94%	10.48%	4.31%	3.53%
Seeks to provide shareholders with long-term capital growth.	Variable Portfolio - Partners Core Equity Fund (Class 3) <i>Columbia Management Investment Advisers, LLC, adviser; J.P. Morgan Investment Management Inc. and T. Rowe Price Associates, Inc., subadvisers.</i>	0.82%	24.55%	14.45%	10.33%
Seeks to provide shareholders with long-term capital appreciation.	Variable Portfolio - Partners Small Cap Value Fund (Class 3) <i>Columbia Management Investment Advisers, LLC, adviser; Segall Bryant & Hamill, LLC and William Blair Investment Management, LLC, subadvisers.</i>	0.94% ²	11.26%	8.34%	4.83%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Conservative Growth Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	0.96%	11.22%	3.90%	-

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Growth Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	0.94%	16.80%	6.67%	-
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Moderate Growth Fund (Class 2) ^{1,3} <i>Columbia Management Investment Advisers, LLC</i>	0.94%	13.87%	5.37%	-
Seeks long-term capital appreciation.	Wanger Acorn <i>Columbia Wanger Asset Management, LLC</i>	0.95% ²	21.74%	7.51%	7.20%
Seeks long-term capital appreciation.	Wanger International <i>Columbia Wanger Asset Management, LLC</i>	1.14% ²	16.95%	6.45%	3.50%
Seeks to maximize total return.	Western Asset Variable Global High Yield Bond Portfolio - Class II <i>Legg Mason Partners Fund Adviser, LLC; Western Asset Management Company, LLC, Western Asset Management Company Limited & Western Asset Management Pte. Ltd., sub-advisors.</i>	1.08%	9.96%	3.17%	2.63%

¹ This Fund is managed in a way that is intended to minimize volatility of returns. See "Principal Risks of Investing in the Contract."

² This Fund and its investment adviser and/or affiliates have entered into a temporary expense reimbursement arrangement and/or fee waiver. The Fund's annual expenses reflect temporary fee reductions. Please see the Fund's prospectus for additional information.

³ This Fund is a fund of funds and invests substantially all of its assets in other underlying funds. Because the Fund invests in other funds, it will bear its pro rata portion of the operating expenses of those underlying funds, including management fees.

Funds Available Under the Optional Benefits Offered Under the Contract

For contracts issued with the optional living benefit riders, you are required to invest in the Portfolio Navigator or Portfolio Stabilizer funds listed below (See "Portfolio Navigator Program (PN Program) and Portfolio Stabilizer Funds"):

Portfolio Navigator funds:

1. Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)
2. Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)
3. Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)
4. Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)
5. Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)

Portfolio Stabilizer Funds:

1. Variable Portfolio – Managed Risk Fund (Class 2)
2. Variable Portfolio – Managed Risk U.S. Fund (Class 2)
3. Variable Portfolio – Managed Volatility Growth Fund (Class 2)
4. Variable Portfolio – Managed Volatility Moderate Growth Fund (Class 2)
5. Variable Portfolio – Managed Volatility Conservative Growth Fund (Class 2)
6. Variable Portfolio – Managed Volatility Conservative Fund (Class 2)
7. Variable Portfolio – U.S. Flexible Growth Fund (Class 2)
8. Variable Portfolio – U.S. Flexible Moderate Growth Fund (Class 2)
9. Variable Portfolio – U.S. Flexible Conservative Growth Fund (Class 2)

Appendix B: Example — Market Value Adjustment (MVA)

As the examples below demonstrate, the application of an MVA may result in either a gain or a loss of principal. We refer to all of the transactions described below as “early surrenders.” The examples may show hypothetical contract values. These contract values do not represent past or future performance. Actual contract values may be more or less than those shown and will depend on a number of factors, including but not limited to the investment experience of the subaccounts, GPAs, Special DCA fixed account, regular fixed account and the fees and charges that apply to your contract.

Assumptions:

- You purchase a contract and allocate part of your purchase payment to the ten-year GPA; and
- we guarantee an interest rate of 3.0% annually for your ten-year Guarantee Period; and
- after three years, you decide to make a surrender from your GPA. In other words, there are seven years left in your guarantee period.

Remember that the MVA depends partly on the interest rate of a new GPA for the same number of years as the Guarantee Period remaining on your GPA. In this case, that is seven years.

Example 1: Remember that your GPA is earning 3.0%. Assume at the time of your surrender new GPAs that we offer with a seven-year Guarantee Period are earning 3.5%. We add 0.10% to the 3.5% rate to get 3.6%. Your GPA’s 3.0% rate is less than the 3.6% rate so the MVA will be negative.

Example 2: Remember again that your GPA is earning 3.0%, and assume that new GPAs that we offer with a seven-year Guarantee Period are earning 2.5%. We add 0.10% to the 2.5% rate to get 2.6%. In this example, since your GPA’s 3.0% rate is greater than the 2.6% rate, the MVA will be positive. To determine that adjustment precisely, you will have to use the formula described below.

Sample MVA Calculations

The precise MVA formula we apply is as follows:

$$\text{Early surrender amount} \times \left[\left(\frac{1 + i}{1 + j + .001} \right)^{(n/12)} - 1 \right] = \text{MVA}$$

Where i = rate earned in the GPA from which amounts are being transferred or surrendered.

j = current rate for a new Guaranteed Period equal to the remaining term in the current Guarantee Period (rounded up to the next year).

n = number of months remaining in the current Guarantee Period (rounded up to the next month).

Examples — MVA

Using assumptions similar to those we used in the examples above:

- You purchase a contract and allocate part of your purchase payment to the ten-year GPA; and
- we guarantee an interest rate of 3.0% annually for your ten-year Guarantee Period; and
- after three years, you decide to make a \$1,000 surrender from your GPA. In other words, there are seven years left in your guarantee period.

Example 1: You request an early surrender of \$1,000 from your ten-year GPA earning a guaranteed interest rate of 3.0%. Assume at the time of your surrender new GPAs that we offer with a seven-year Guarantee Period are earning 3.5%. Using the formula above, we determine the MVA as follows:

$$\$1,000 \times \left[\left(\frac{1.030}{1 + .035 + .001} \right)^{(84/12)} - 1 \right] = -\$39.84$$

In this example, the MVA is a negative \$39.84.

Example 2: You request an early surrender of \$1,000 from your ten-year GPA earning a guaranteed interest rate of 3.0%. Assume at the time of your surrender new GPAs that we offer with a seven-year Guarantee Period are earning 2.5%. Using the formula above, we determine the MVA as follows:

$$\$1,000 \times \left[\left(\frac{1.030}{1 + .025 + .001} \right)^{(84/12)} - 1 \right] = \$27.61$$

In this example, the MVA is a positive \$27.61

We do not apply MVAs to the amounts we deduct for surrender charges, so we would deduct the surrender charge from your early surrender after we applied the MVA. Also note that when you request an early surrender, we surrender an amount from your GPA that will give you the net amount you requested after we apply the MVA and any applicable surrender charge, unless you request otherwise.

The current interest rate we offer on the GPA will change periodically at our discretion. It is the rate we are then paying on purchase payments, renewals and transfers paid under this class of contracts for guarantee period durations equaling the remaining guarantee period of the GPA to which the formula is being applied.

Appendix C: Example — Surrender Charges

Full surrender charge calculation — ten-year surrender charge schedule:

This is an example of how we calculate the surrender charge for a full surrender on a RAVA Advantage Plus contract with a ten-year surrender charge schedule with the following history:

- we receive a single \$100,000 purchase payment; and
- you surrender the contract for its total value during the fourth contract year. The surrender charge percentage in the fourth year after a purchase payment is 7.0%; and
- you have made no prior partial surrenders.

We will look at two situations, one where the contract has a gain and another where there is a loss:

	Contract with Gain	Contract with Loss
Contract Value at time of full surrender:	\$120,000.00	\$ 80,000.00
Contract Value on prior anniversary:	115,000.00	85,000.00
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:		
Earnings in the contract:	20,000.00	0.00
10% of the prior anniversary's contract value:	11,500.00	8,500.00
Total Free Amount:	20,000.00	8,500.00
Step 2. We determine the TFA that is from Purchase Payments:		
Total Free Amount:	20,000.00	8,500.00
Earnings in the contract:	20,000.00	0.00
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00
Step 3. We calculate the Premium Ratio (PR):		
PR = [WD – TFA] / [CV – TFA]		
WD =	120,000.00	80,000.00 = the amount of the surrender
TFA =	20,000.00	8,500.00 = the total free amount, step 1
CV =	120,000.00	80,000.00 = the contract value at the time of the surrender
PR =	100%	100% = the premium ratio
Step 4. We calculate Chargeable Purchase Payments being Surrendered (CPP):		
CPP = PR × (PP – PPF)		
PR =	100%	100% = premium ratio, step 3
PP =	100,000.00	100,000.00 = purchase payments not previously surrendered
PPF =	0.00	8,500.00 = purchase payments being surrendered free, step 2
CPP =	100,000.00	91,500.00
Step 5. We calculate the Surrender Charges:		
Chargeable Purchase Payments:	100,000.00	91,500.00
Surrender Charge Percentage:	7%	7%
Surrender Charge:	7,000.00	6,405.00

	Contract with Gain	Contract with Loss
Step 6. We calculate the Net Surrender Value:	120,000.00	80,000.00
Contract Value Surrendered:	(7,000.00)	(6,405.00)
Contract Charge (assessed upon full surrender):	(50.00)	(50.00)
Net Full Surrender Proceeds:	112,950.00	73,545.00

Partial surrender charge calculation — ten-year surrender charge schedule:

This is an example of how we calculate the surrender charge for a partial surrender on a RAVA Advantage Plus contract with a ten-year surrender charge schedule with the following history:

- we receive a single \$100,000 purchase payment; and
- you request a gross partial surrender of \$50,000 during the fourth contract year. The surrender charge percentage is 7.0%; and
- you have made no prior partial surrenders.

We will look at two situations, one where the contract has a gain and another where there is a loss:

	Contract with Gain	Contract with Loss
Contract Value at time of partial surrender:	\$120,000.00	\$ 80,000.00
Contract Value on prior anniversary:	115,000.00	85,000.00
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:		
Earnings in the contract:	20,000.00	0.00
10% of the prior anniversary's contract value:	11,500.00	8,500.00
Total Free Amount:	20,000.00	8,500.00
Step 2. We determine the TFA that is from Purchase Payments:		
Total Free Amount:	20,000.00	8,500.00
Earnings in the contract:	20,000.00	0.00
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00
Step 3. We calculate the Premium Ratio (PR):		
PR = [WD – TFA] / [CV – TFA]		
WD =	50,000.00	50,000.00 = the amount of the surrender
TFA =	20,000.00	8,500.00 = the total free amount, step 1
CV =	120,000.00	80,000.00 = the contract value at the time of surrender
PR =	30%	58% = the premium ratio

	Contract with Gain	Contract with Loss
Step 4. We calculate the Chargeable Purchase Payments being Surrendered (CPP):		
CPP = PR × (PP – PPF)		
PR =	30%	58% = premium ratio, step 3
PP =	100,000.00	100,000.00 = purchase payments not previously surrendered
PPF =	0.00	8,500.00 = purchase payments being surrendered free, step 2
CPP =	30,000.00	53,108.39 = chargeable purchase payments being surrendered

Step 5. We calculate the Surrender Charges:

Chargeable Purchase Payments:	30,000.00	53,108.39
Surrender Charge Percentage:	7%	7%
Surrender Charge:	2,100	3,718

Step 6. We calculate the Net Surrender Value:

Contract Value Surrendered:	50,000.00	50,000.00
Surrender Charge:	(2,100.00)	(3,717.59)
Net Partial Surrender Proceeds:	47,900.00	46,282.41

Full surrender charge calculation — three-year surrender charge schedule:

This is an example of how we calculate the surrender charge for a full surrender on a RAVA Select Plus contract with a three-year surrender charge schedule with the following history:

- we receive a single \$100,000 purchase payment; and
- you surrender the contract for its total value during the second contract year. The surrender charge percentage in the year after a purchase payment is 7.0%; and
- you have made no prior partial surrenders.

We will look at two situations, one where the contract has a gain and another where there is a loss:

	Contract with Gain	Contract with Loss
Contract Value at time of full surrender:	\$120,000.00	\$ 80,000.00
Contract Value on prior anniversary:	115,000.00	85,000.00
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:		
Earnings in the Contract:	20,000.00	0.00
10% of the prior anniversary's contract value:	11,500.00	8,500.00
Total Free Amount:	20,000.00	8,500.00
Step 2. We determine the TFA and Amount Free that is from Purchase Payments:		
Total Free Amount:	20,000.00	8,500.00
Earnings in the contract:	20,000.00	0.00
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00

	Contract with Gain	Contract with Loss
Step 3. We calculate the Premium Ratio (PR):		
PR = [WD – TFA] / [CV – TFA]		
WD =	120,000.00	80,000.00 = the amount of the surrender
TFA =	20,000.00	8,500.00 = the total free amount, step 1
CV =	120,000.00	80,000.00 = the contract value at the time of the surrender
PR =	100%	100%
Step 4. We calculate Chargeable Purchase Payments being Surrendered (CPP):		
CPP = PR × (PP – PPF)		
PR =	100%	100% = premium ratio, step 3
PP =	100,000.00	100,000.00 = purchase payments not previously surrendered
PPF =	0.00	8,500.00 = purchase payments being surrendered free, step 2
CPP =	100,000.00	91,500.00
Step 5. We calculate the Surrender Charges:		
Chargeable Purchase Payments:	100,000.00	91,500.00
Surrender Charge Percentage:	7%	7%
Surrender Charge:	7,000.00	6,405.00
Step 6. We calculate the Net Surrender Value:		
Contract Value Surrendered:	120,000.00	80,000.00
Contract Charge (assessed upon full surrender):	(7,000.00)	(6,405.00)
Contract Charge (assessed upon full surrender):	(50.00)	(50.00)
Net Full Surrender Proceeds:	112,950.00	73,545.00

Partial surrender charge calculation — three-year surrender charge schedule:

This is an example of how we calculate the surrender charge for a partial surrender on a RAVA Select Plus contract with a three-year surrender charge schedule with the following history:

- we receive a single \$100,000 purchase payment; and
- you request a gross partial surrender of \$50,000 during the second contract year. The surrender charge percentage is 7.0%; and
- you have made no prior partial surrenders.

We will look at two situations, one where the contract has a gain and another where there is a loss:

	Contract with Gain	Contract with Loss
Contract Value at time of partial surrender:	\$120,000.00	\$ 80,000.00
Contract Value on prior anniversary:	115,000.00	85,000.00
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:		
Earnings in the contract:	20,000.00	0.00
10% of the prior anniversary's contract value:	11,500.00	8,500.00
Total Free Amount:	20,000.00	8,500.00

	Contract with Gain	Contract with Loss
Step 2. We determine the Amount Free that is from Purchase Payments:		
Total Free Amount:	20,000.00	8,500.00
Earnings in the contract:	20,000.00	0.00
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00
Step 3. We calculate the Premium Ratio (PR):		
PR = [WD – TFA] / [CV – TFA]		
WD =	50,000.00	50,000.00 = the amount of the surrender
TFA =	20,000.00	8,500.00 = the total free amount, step 1
CV =	120,000.00	80,000.00 = the contract value at the time of surrender
PR =	30%	58% = the premium ratio
Step 4. We calculate the Chargeable Purchase Payments being Surrendered (CPP):		
CPP = PR × (PP – PPF)		
PR =	30%	58% = premium ratio, step 3
PP =	100,000.00	100,000.00 = purchase payments not previously surrendered
PPF =	0.00	8,500.00 = purchase payments being surrendered free, step 2
CPP =	30,000.00	53,108.39 = chargeable purchase payments being surrendered
Step 5. We calculate the Surrender Charges:		
Chargeable Purchase Payments:	30,000.00	53,108.39
Surrender Charge Percentage:	7%	7%
Surrender Charge:	2,100	3,718
Step 6. We calculate the Net Surrender Value:		
Contract Value Surrendered:	50,000.00	50,000.00
Surrender Charge:	(2,100.00)	(3,717.59)
Net Partial Surrender Proceeds:	47,900.00	46,282.41

Appendix D: Example — Optional Benefits

EXAMPLE — ACCUMULATION BENEFIT

The following example shows how the Accumulation Benefit rider works based on hypothetical values. It is not intended to depict investment performance of the contract.

The example assumes:

- You purchase the contract (with the Accumulation Benefit rider) with a payment of \$100,000. No purchase payment credit applies.
- You make no additional purchase payments.
- You do not exercise the elective step-up option.
- The Accumulation Benefit rider fee is 0.60%.

End of Contract Year	Assumed Net Rate of Return	Partial Surrender (Beginning of Year)	Adjusted Partial Surrender	MCAV	Accumulation Benefit Amount	Contract Value
1	12%	0	0	100,000	0	111,328
2	15%	0	0	102,422	0	127,259
3	3%	0	0	104,861	0	130,290
4	-8%	0	0	104,861	0	119,148
5	-15%	0	0	104,861	0	100,647
6	20%	2,000	2,084	102,778	0	117,666
7	15%	0	0	108,252	0	134,504
8	-10%	0	0	108,252	0	120,327
9	-20%	5,000	4,498	103,754	0	91,639
10	-12%	0	0	103,754	23,734	103,754

EXAMPLE — WITHDRAWAL BENEFIT

The following example shows how the Withdrawal Benefit rider works based on hypothetical values. It is not intended to depict investment performance of the contract.

The example assumes:

- You purchase the RAVA Select Plus contract (with the Withdrawal Benefit rider) with a payment of \$100,000. No purchase payment credit applies.
- You make no additional purchase payments.
- The contract earns a net return of -5%.
- The Withdrawal Benefit rider fee is 0.60%.
- You take withdrawals equal to the GBP (which is 7% of the GBA or \$7,000) at the beginning of each contract year until the RBA is exhausted.

Contract Year	Contract Value (Beginning of Year)	Withdrawal (Beginning of Year)	Contract Value (End of Year)	GBA	RBA
1	\$100,000	\$7,000	\$87,820	\$100,000	\$93,000
2	87,820	7,000	76,318	100,000	86,000
3	76,318	7,000	65,457	100,000	79,000
4	65,457	7,000	55,201	100,000	72,000
5	55,201	7,000	45,516	100,000	65,000
6	45,516	7,000	36,371	100,000	58,000
7	36,371	7,000	27,735	100,000	51,000
8	27,735	7,000	19,550	100,000	44,000
9	19,550	7,000	11,821	100,000	37,000
10	11,821	7,000	4,523	100,000	30,000
11	4,523	7,000	0	100,000	23,000
12	0	7,000	0	100,000	16,000
13	0	7,000	0	100,000	9,000
14	0	7,000	0	100,000	2,000
15	0	2,000	0	100,000	0

EXAMPLE — ROPP DEATH BENEFIT

- You purchase the contract (with the ROPP rider) with a payment of \$20,000.
- The contract value falls to \$18,000, at which point you take a \$1,500 partial surrender, leaving a contract value of \$16,500.

We calculate the death benefit as follows:

The total purchase payments minus adjustments for partial surrenders:

Total purchase payments		\$20,000
minus adjusted partial surrenders, calculated as:		
<u>\$1,500 × \$20,000</u>	=	<u>-1,667</u>
\$18,000		
for a death benefit of:		\$18,333

EXAMPLE — MAV DEATH BENEFIT

- You purchase the contract (with the MAV rider) with a payment of \$20,000.
- On the first contract anniversary the contract value grows to \$24,000.
- During the second contract year the contract value falls to \$22,000, at which point you take a \$1,500 partial surrender, leaving a contract value of \$20,500.

We calculate the death benefit as follows:

The maximum anniversary value immediately preceding the date of death plus any payments made since that anniversary minus adjusted partial surrenders:

Greatest of your contract anniversary contract values:		\$24,000
plus purchase payments made since that anniversary:		+0
minus adjusted partial surrenders, calculated as:		
<u>\$1,500 × \$24,000</u>	=	<u>-1,636</u>
\$22,000		
for a death benefit of:		\$22,364

EXAMPLE — 5-YEAR MAV DEATH BENEFIT

- You purchase the contract (with the 5-Year MAV rider) with a payment of \$20,000.
- On the fifth contract anniversary the contract value grows to \$30,000.
- During the sixth contract year the contract value falls to \$25,000, at which point you take a \$1,500 partial surrender, leaving a contract value of \$23,500.

We calculate the death benefit as follows:

The maximum 5-year anniversary value immediately preceding the date of death plus any payments made since that anniversary minus adjusted partial surrenders:

Greatest of your 5-year contract anniversary contract values:		\$30,000
plus purchase payments made since that anniversary:		+0
minus adjusted partial surrenders, calculated as:		
<u>\$1,500 × \$30,000</u>	=	<u>-1,800</u>
\$25,000		
for a death benefit of:		\$28,200

Example — EEB Death Benefit

- You purchase the contract with a payment of \$100,000 and you are under age 70. You select the seven-year surrender charge schedule, the MAV and the EEB.
- During the first contract year the contract value grows to \$105,000. The death benefit equals the standard death benefit, which is the contract value less purchase payment credits reversed, or \$104,000. You have not reached the first contract anniversary so the EEB does not provide any additional benefit at this time.
- On the first contract anniversary the contract value grows to \$110,000. The death benefit equals:

MAV death benefit amount (contract value):		\$110,000
plus the EEB which equals 40% of earnings at death (MAV death benefit amount minus payments not previously surrendered):		
$0.40 \times (\$110,000 - \$100,000) =$		<u>+4,000</u>

Total death benefit of:	\$114,000
• On the second contract anniversary the contract value falls to \$105,000. The death benefit equals:	
MAV death benefit amount (maximum anniversary value):	\$110,000
plus the EEB (40% of earnings at death):	
$0.40 \times (\$110,000 - \$100,000) =$	<u>+4,000</u>
Total death benefit of:	\$114,000
• During the third contract year the contract value remains at \$105,000 and you request a partial surrender, including the applicable 7% surrender charge, of \$50,000. We will surrender \$10,500 from your contract value free of charge (10% of your prior anniversary's contract value). The remainder of the surrender is subject to a 7% surrender charge because your purchase payment is two years old, so we will surrender \$39,500 (\$36,735 + \$2,765 in surrender charges) from your contract value. Altogether, we will surrender \$50,000 and pay you \$47,235. We calculate purchase payments not previously surrendered as \$100,000 - \$45,000 = \$55,000 (remember that \$5,000 of the partial surrender is contract earnings). The death benefit equals:	
MAV death benefit amount (maximum anniversary value adjusted for partial surrenders):	
$\$110,000 - \frac{(\$50,000 \times \$110,000)}{\$105,000} =$	<u>\$57,619</u>
plus the EEB (40% of earnings at death):	
$0.40 \times (\$57,619 - \$55,000) =$	<u>+1,048</u>
Total death benefit of:	\$58,667
• On the third contract anniversary the contract value falls by \$40,000. The death benefit remains at \$58,667. The reduction in contract value has no effect.	
• On the ninth contract anniversary the contract value grows to a new high of \$200,000. Earnings at death reaches its maximum of 250% of purchase payments not previously surrendered that are one or more years old. The death benefit equals:	
MAV death benefit amount (contract value):	\$200,000
plus the EEB (40% of earnings at death)	
$0.40 \times 2.50 \times (\$55,000) =$	<u>+55,000</u>
Total death benefit of:	\$255,000
• During the tenth contract year you make an additional purchase payment of \$50,000 and your contract value grows to \$250,500. The new purchase payment is less than one year old and so it has no effect on the EEB. The death benefit equals:	
MAV death benefit amount (contract value less purchase payment credits reversed)	\$250,000
plus the EEB (40% of earnings at death)	
$0.40 \times 2.50 \times (\$55,000) =$	<u>+55,000</u>
Total death benefit of:	\$305,000
• During the eleventh contract year the contract value remains \$250,500 and the "new" purchase payment is now one year old. The value of the EEB changes. The death benefit equals:	
MAV death benefit amount (contract value):	\$250,500
plus the EEB which equals 40% of earnings at death (the standard death benefit amount minus payments not previously surrendered):	
$0.40 \times (\$250,500 - \$105,000) =$	<u>+58,200</u>
Total death benefit of:	\$308,700

Example — EEP Death Benefit

- You purchase the contract with an exchange purchase payment of \$100,000 and you are under age 70. You select the seven-year surrender charge schedule, the MAV and the EEP.
- During the first contract year the contract value grows to \$105,000. The death benefit equals the standard death benefit amount, which is the contract value less purchase payment credits reversed, or \$104,000. You have not reached the first contract anniversary so neither the EEP Part I nor Part II provides any additional benefit at this time.
- On the first contract anniversary the contract value grows to \$110,000. You have not reached the second contract anniversary so the EEP Part II does not provide any additional benefit at this time. The death benefit equals:

MAV death benefit amount (contract value):	\$110,000
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plus the EEP Part I which equals 40% of earnings at death (the MAV death benefit amount minus purchase payments not previously surrendered):	
$0.40 \times (\$110,000 - \$100,000) =$	<u>+4,000</u>
Total death benefit of:	\$114,000
• On the second contract anniversary the contract value falls to \$105,000. The death benefit equals:	
MAV death benefit amount (maximum anniversary value):	\$110,000
plus the EEP Part I (40% of earnings at death):	
$0.40 \times (\$110,000 - \$100,000) =$	+4,000
plus the EEP Part II which in the third contract year equals 10% of exchange purchase payments identified at issue and not previously surrendered:	
$0.10 \times \$100,000 =$	<u>+10,000</u>
Total death benefit of:	\$124,000
• During the third contract year the contract value remains at \$105,000 and you request a partial surrender, including the applicable 7% surrender charge, of \$50,000. We will surrender \$10,500 from your contract value free of charge (10% of your prior anniversary's contract value). The remainder of the surrender is subject to a 7% surrender charge because your purchase payment is two years old, so we will surrender \$39,500 (\$36,735 + \$2,765 in surrender charges) from your contract value. Altogether, we will surrender \$50,000 and pay you \$47,235. We calculate purchase payments not previously surrendered as $\$100,000 - \$45,000 = \$55,000$ (remember that \$5,000 of the partial surrender is contract earnings). The death benefit equals:	
MAV death benefit amount (maximum anniversary value adjusted for partial surrenders):	
$\$110,000 - \frac{(\$50,000 \times \$110,000)}{\$105,000} =$	<u>\$57,619</u>
plus the EEP Part I (40% of earnings at death):	
$0.40 \times (\$57,619 - \$55,000) =$	+1,048
plus the EEP Part II which in the third contract year equals 10% of exchange purchase payments identified at issue and not previously surrendered:	
$0.10 \times \$55,000 =$	<u>+5,500</u>
Total death benefit of:	\$64,167
• On the third contract anniversary the contract value falls by \$40,000. The death benefit remains at \$64,167. The reduction in contract value has no effect.	
• On the ninth contract anniversary the contract value grows to a new high of \$200,000. Earnings at death reaches its maximum of 250% of purchase payments not previously surrendered that are one or more years old. Because we are beyond the fourth contract anniversary the EEP also reaches its maximum of 20%. The death benefit equals:	
MAV death benefit amount (contract value):	\$200,000
plus the EEP Part I (40% of earnings at death)	
$.40 \times (2.50 \times \$55,000) =$	+55,000
plus the EEP Part II which after the fourth contract year equals 20% of exchange purchase payments identified at issue and not previously surrendered: $0.20 \times \$55,000 =$	<u>+11,000</u>
Total death benefit of:	\$266,000
• During the tenth contract year you make an additional purchase payment of \$50,000 and your contract value grows to \$250,500. The new purchase payment is less than one year old and so it has no effect on either the EEP Part I or EEP Part II. The death benefit equals:	
MAV death benefit amount (contract value less purchase payment credits reversed):	\$250,000
plus the EEP Part I (40% of earnings at death)	
$.40 \times (2.50 \times \$55,000) =$	+55,000
plus the EEP Part II, which after the fourth contract year equals 20% of exchange purchase payments identified at issue and Not previously surrendered: $0.20 \times \$55,000 =$	<u>+11,000</u>
Total death benefit of:	\$316,000

- During the eleventh contract year the contract value remains \$250,500 and the “new” purchase payment is now one year old. The value of the EEP Part I changes but the value of the EEP Part II remains constant. The death benefit equals:

MAV death benefit amount (contract value):	\$250,500
the EEP Part I which equals 40% of earnings at death (the MAV death benefit minus payments not previously surrendered):	
$0.40 \times (\$250,500 - \$105,000) =$	+58,200
plus the EEP Part II, which after the fourth contract year equals 20% of exchange purchase payments identified at issue And not previously surrendered: $0.20 \times \$55,000 =$	<u>+11,000</u>
Total death benefit of:	\$319,700

Appendix E: Example — Withdrawal Benefit Riders: Electing Step-up or Spousal Continuation Step-up

Assumptions:

This example assumes that the covered person (for joint life, younger covered spouse) is 65 or older and there are no additional purchase payments or withdrawals.

- You own a RiverSource variable annuity with a withdrawal benefit rider. You are currently invested in the Variable Portfolio — Moderately Aggressive Portfolio (Class 2) (a Portfolio Navigator fund) with a current rider fee of 0.65%.

Your Contract Value (CV) is \$100,000 and your withdrawal benefit rider currently provides the following benefits:

- You can withdraw \$6,000 a year for the rest of your life. This is your Annual Lifetime Payment, or
- You can withdraw \$7,000 a year until you have withdrawn a total of \$100,000. This is your Guaranteed Benefit Payment.

Based on your current CV, you will pay a rider fee of approximately \$650 on your next annuity contract anniversary.

- The annual fee for this rider has increased to 0.95% for clients invested in the Variable Portfolio — Moderately Aggressive Portfolio (Class 2).

The following compares certain options available to you. Changes to rider values or fees are presented for two different scenarios where your CV increases to either \$110,000 or \$101,000 over the contract year:

- Elect to lock in your contract gains to your benefit values (step-up):*

	CV of \$110,000	CV of \$101,000
Increase in Annual Lifetime Payment	\$600	\$ 60
Increase in Guaranteed Benefit Payment	\$700	\$70
Increase in Annual Rider Fee	0.30%	0.30%
Increase in Annual Contract Charge	\$330	\$303

Automatic Step-ups will continue on your next anniversary (if available under your rider).

- Do not elect to lock in your contract gains (no step-up):*

	CV of \$110,000	CV of \$101,000
Increase in Annual Lifetime Payment	\$0	\$0
Increase in Guaranteed Benefit Payment	\$0	\$0
Increase in Annual Rider Fee	0%	0%
Increase in Annual Contract Charge	\$65	\$6.50

Your rider fee will not change, although the dollar amount of your annual charge will change as your CV changes. On your next anniversary, you will again have the option to elect the step-up (lock in contract gains)

- Move to one of the Portfolio Stabilizer funds and elect the step-up:*

	CV of \$110,000	CV of \$101,000
Increase in Annual Lifetime Payment	\$600	\$60
Increase in Guaranteed Benefit Payment	\$700	\$70
Increase in Annual Rider Fee	0%	0%
Increase in Annual Contract Charge	\$65	\$6.50

Your rider fee will not change, although the dollar amount of your annual charge will change as your CV changes. Automatic Step-ups will continue on your next anniversary (if available under your rider).

The above example is for illustrative purposes only. The assumptions and calculations used are not intended to be consistent with any one rider, but instead are intended to provide an idea of how different scenarios would operate. Your specific rider may use different calculations for fees or have different benefits available. For a full description and rules applicable to step-up options under your rider, please see the “Optional Living Benefits” section.

Electing to step-up may result in different increases to the annual rider charge relative to the increase in your rider values. You should weigh the resulting increased charge due to the step-up versus the increases to your benefits to determine the option that is best for you.

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The Statement of Additional Information (SAI) includes additional information about the Contract. The SAI, dated the same date as this prospectus, is incorporated by reference into this prospectus. The SAI is available, without charge, upon request. For a free copy of the SAI, or for more information about the Contract, call us at 1-800-862-7919, visit our website at riversource.com/annuities or write to us at: 70100 Ameriprise Financial Center Minneapolis, MN 55474.



RiverSource Life Insurance Company
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Reports and other information about RiverSource Variable Account 10 are available on the SEC's website at <http://www.sec.gov>, and copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: publicinfo@sec.gov.

EDGAR Contract Identifier: C000009764

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