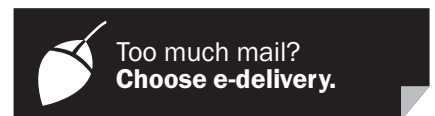


April 29, 2022

*RiverSource*<sup>®</sup>  
*RAVA Vista NY Variable Annuity*

This wrapper contains a prospectus.



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*Gumer C. Alvero  
President—  
RiverSource  
Insurance and  
Annuities  
RiverSource Life  
Insurance Co. of New  
York*

## From the President

Thank you for choosing a *RiverSource*<sup>®</sup> variable annuity to help you achieve a more confident retirement. Your variable annuity can be a powerful tool to help realize your retirement income goals and give you more confidence in retirement. Annuities can help you accumulate assets and provide you with a source of guaranteed lifetime income.

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 Co. of New York, 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](http://ameriprise.com/e-delivery) to get started.

Thank you for your business. We at RiverSource Life Insurance Co. of New York are proud of our financial strength and soundness and long heritage honoring our commitments to clients. We look forward to continuing to serve you.

Sincerely,

Gumer C. Alvero  
President – RiverSource Insurance and Annuities  
RiverSource Life Insurance Co. of New York

The guarantees offered by RiverSource annuities are backed by the strength and soundness of RiverSource Life Insurance Co. of New York 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.

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Prospectus

April 29, 2022

RiverSource®

# RAVA Vista NY Variable Annuity

## INDIVIDUAL FLEXIBLE PURCHASE PAYMENT DEFERRED VARIABLE ANNUITY

**Issued by: RiverSource Life Insurance Co. of New York (RiverSource Life of NY)**

20 Madison Avenue Extension

Albany, NY 12203

Telephone: 1-800-541-2251

[ameriprise.com/variableannuities](http://ameriprise.com/variableannuities)

**RiverSource of New York Variable Annuity Account**

This prospectus contains information that you should know before investing in the *RiverSource RAVA Vista NY Variable Annuity*, available for contract applications signed on or after 5/2/2022 (the Contract), an individual flexible purchase payment deferred variable annuity issued by RiverSource Life Insurance Co. of New York (“RVS Life of NY”, “we”, “us” and “our”). All material terms and conditions of the Contract are described in this prospectus.

If you are a new investor in the *RiverSource RAVA Vista NY Variable Annuity*, available for contract applications signed on or after 5/2/2022, you may cancel your Contract within 10 days of receiving it without paying fees or penalties. Upon cancellation, you will receive your Contract Value and will not be assessed any fees or penalties on that amount. Alternatively, if state law requires, you will instead receive a refund of purchase payments and will not be assessed any fees or penalties. You should review this prospectus, or consult with your investment professional, for additional information about the specific cancellation terms that apply.

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](http://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.**

# Table of Contents

|  |    |   |    |
|--|----|---|----|
| Key Terms .....  | 3  | Changing Ownership .....  | 40 |
| Important Information You Should Consider About the Contract .....                                     | 5  | Benefits Available Under the Contract .....                       | 41 |
| Overview of the Contract .....   | 8  | Benefits in Case of Death .....                                   | 43 |
| Fee Table and Examples .....   | 10 | If You Die Before the Annuitization Start Date .....              | 44 |
| Transaction Expenses .....   | 10 | If You Die After the Annuitization Start Date .....               | 46 |
| Annual Contract Expenses .....   | 10 | Optional Benefits .....   | 47 |
| Annual Fund Expenses .....   | 11 | Optional Death Benefits .....                                     | 47 |
| Principal Risks of Investing in the Contract .....   | 13 | Maximum Anniversary Value (MAV) Death Benefit ...                 | 47 |
| The Variable Account and the Funds .....   | 14 | 5-Year Maximum Anniversary Value (5-Year MAV) Death Benefit ..... | 48 |
| The General Account .....  | 16 | The Annuity Payout Period .....                                   | 48 |
| The Fixed Account .....  | 18 | Annuity Tables .....  | 49 |
| The Special DCA Fixed Account .....  | 18 | Annuity Payout Plans .....  | 49 |
| Buying Your Contract .....   | 19 | Taxes .....   | 50 |
| Purchase Payments .....  | 20 | Nonqualified Annuities .....                                      | 50 |
| How to Make Purchase Payments .....  | 21 | Qualified Annuities .....   | 52 |
| Limitations on Use of Contract .....   | 21 | Other .....   | 54 |
| The Annuitization Start Date .....   | 21 | Voting Rights .....   | 54 |
| Beneficiary .....  | 21 | Substitution of Investments .....                                 | 55 |
| Charges .....  | 22 | About the Service Providers .....                                 | 55 |
| Transaction Expenses .....   | 22 | Principal Underwriter .....                                       | 55 |
| Surrender Charge .....   | 22 | Service Providers .....   | 56 |
| Annual Contract Expenses .....   | 24 | Issuer .....  | 57 |
| Base Contract Expenses .....   | 24 | Legal Proceedings .....   | 57 |
| Contract Administrative Charge .....   | 24 | Financial Statements .....  | 57 |
| Mortality and Expense Risk Fee .....   | 24 | Appendix A: Funds Available Under the Contract .....              | 58 |
| Fund Fees and Expenses .....   | 25 | Appendix B: Example — Surrender Charge .....                      | 72 |
| Valuing Your Investment .....  | 25 | Appendix C: Example — Optional Death Benefits .....               | 75 |
| The Fixed Account .....  | 25 |   |    |
| Subaccounts .....  | 26 |   |    |
| Making the Most of Your Contract .....   | 26 |   |    |
| Automated Dollar-Cost Averaging .....  | 26 |   |    |
| Asset Rebalancing .....  | 27 |   |    |
| The Income Guide <sup>SM</sup> Program .....   | 27 |   |    |
| Transferring Among Accounts .....  | 33 |   |    |
| How to Request a Transfer or Surrender .....   | 36 |   |    |
| Surrenders .....   | 37 |   |    |
| Surrender Policies .....   | 37 |   |    |
| Receiving Payment .....  | 37 |   |    |
| Qualified Contracts .....  | 38 |   |    |
| TSA — Special Provisions .....   | 38 |   |    |
| Participants in Tax-Sheltered Annuities .....  | 38 |   |    |
| Considerations for investment only pooled defined benefit plans under Section 401(a) of the Code ..... | 39 |   |    |
| Changing the Annuitant .....   | 40 |   |    |

# Key Terms

*These terms can help you understand details about your Contract.*

**Accumulation unit:** A measure of the value of each subaccount prior to the Annuitization Start Date.

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

**Annuitization start date:** The date when annuity payments begin according to the applicable annuity payment plan.

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

**Assumed investment return:** 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. If the mortality and expense risk base fee is less than or equal to 1.50%, you can choose either a 3.5% or a 5% assumed investment return. If the mortality and expense risk base fee is greater than 1.50%, you must choose a 3.5% assumed investment return.

**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.

**Contingent annuitant:** The person who becomes the annuitant when the current annuitant dies prior to the annuitization start date. In the case of joint ownership, one owner must also be the contingent annuitant.

**Contract value:** The total value of your Contract at any point in time. The Contract value is the sum of the contract value in the Special DCA Fixed Account and Contract value in the Variable Account.

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

**Due proof of death:** Includes all documents needed to complete a beneficiary's claim including, but not limited to, (1) information sufficient to determine Our liability and the appropriate payee(s) legally entitled to the proceeds, and (2) if proceeds depend on the action of parties other than Us, the date that legal impediments to payment are resolved and sufficient evidence is provided to Us.

**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.

**Investment Options:** The Fixed Account and the Subaccounts.

**Owner (you, your):** The person or persons identified in the Contract as owner(s) of the Contract, 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 or irrevocable grantor trust, the annuitant(s) selected must be the grantor(s) of the trust to assure compliance with Section 72(s) of the Code. Any Contract provisions that are based on the age of the owner will be based on the age of the oldest owner. Any ownership change, including continuation of the Contract by your spouse under the spousal continuation provision of the Contract, redefines "owner", "you" and "your".

**Partial Surrender:** The withdrawal of part of your Contract value. Throughout this prospectus, a Partial surrender includes the term "withdrawal."

**Qualified annuity:** 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 optional benefits. 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.

**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 immediately prior to the surrender, 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.

**Variable account:** Refers to the RiverSource of New York Variable Annuity Account, 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  |                |
|---|--|---|---|----------------|
| <b>Charges for Early Withdrawals</b>  | <p>If you make a withdrawal or surrender during the first 7 contract years, you will be assessed a surrender charge of up to 7% of the Purchase Payment.</p> <p>For example, if you make a withdrawal, you could pay a surrender charge of up to \$7,000 on a \$100,000 investment.</p>  |   | <b>Fee Table and Examples</b><br><br><b>Charges—Surrender Charge</b>  |                |
| <b>Transaction Charges</b>  | We do not assess any transaction charges.  |   |   |                |
| <b>Ongoing Fees and Expenses (annual charges)</b>   | <p>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 Data page for information about the specific fees you will pay each year based on the options you have elected.</p>  |   | <b>Fee Table and Examples</b><br><br><b>Expenses – Product Charges</b><br><br><b>Appendix A: Funds Available Under the Contract</b> |                |
|   | <b>Annual Fee</b>  | <b>Minimum</b>                                |   | <b>Maximum</b> |
|   | Base Contract <sup>(1)</sup><br>(varies by death benefit option, age band, size band and Contract value)   | 0.99%   |   | 1.64%          |
|   | Fund options<br>(funds fees and expenses) <sup>(2)</sup>   | 0.50%   |   | 2.06%          |
|   | Optional benefits available for an additional charge<br>(for a single optional benefit, if elected) <sup>(3)</sup>   | 0.10%   |   | 0.25%          |
|   | <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 average daily Contract value in the Variable Account.</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, <b>which could add surrender charges that substantially increase costs.</b></p> |   |   |                |
|   | <b>Lowest Annual Cost:</b><br><b>\$1,371</b>   | <b>Highest Annual Cost:</b><br><b>\$2,354</b> |   |                |
| Assumes: <ul style="list-style-type: none"> <li>Investment of \$100,000</li> <li>5% annual appreciation</li> <li>Least expensive combination of Contract features and Fund fees and expenses</li> <li>No optional benefits</li> <li>No sales charge</li> <li>No additional purchase payments, transfers or withdrawals</li> </ul> | Assumes: <ul style="list-style-type: none"> <li>Investment of \$100,000</li> <li>5% annual appreciation</li> <li>Most expensive combination of Contract features, optional benefits and Fund fees and expenses</li> <li>No sales charge</li> <li>No additional purchase payments, transfers or withdrawals</li> </ul>  |   |   |                |
| RISKS   |  |   |   |                |
| <b>Risk of Loss</b>   | You can lose money by investing in this Contract including loss of principal.  |   | <b>Principal Risks</b>  |                |

| <b>RISKS</b>                                    |   | <b>Location in Statutory Prospectus</b>   |
|---|---|---|
| <b>Not a Short-Term Investment</b>              | <ul style="list-style-type: none"> <li>• The Contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash because the contract is designed to provide for the accumulation of retirement savings and income on a long-term basis.</li> <li>• The Contract has a surrender charge that may apply for the first seven years. The surrender charges may reduce the value of your Contract if you withdraw money during that time. Surrenders may also reduce contract guarantees.</li> <li>• The benefits of tax deferral and long-term income mean the contract is generally more beneficial to investors with a long term investment horizon.</li> </ul>  | <b>Principal Risks</b><br><b>Charges—Surrender Charge</b>   |
| <b>Risks Associated with Investment Options</b> | <ul style="list-style-type: none"> <li>• 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.</li> <li>• Each investment option (including under any fixed account investment options) has its own unique risks.</li> <li>• You should review the investment options before making any investment decisions.</li> </ul>  | <b>Principal Risks</b><br><b>The Variable Account and the Funds</b>   |
| <b>Insurance Company Risks</b>                  | Any obligations (including under the Fixed Account), guarantees or benefits we may provide under the contract that exceed the value of amounts held in the Variable Account 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. More information about RiverSource Life of NY, including our financial strength ratings, is available by contacting us at 1-800-862-7919.  | <b>Principal Risks</b><br><b>The General Account</b>  |
| <b>RESTRICTIONS</b>                             |   |   |
| <b>Investments</b>                              | <ul style="list-style-type: none"> <li>• Subject to certain restrictions, you may transfer your Contract value among the subaccounts without charge at any time before the annuitization start date, and once per contract year after the annuitization start date.</li> <li>• We reserve the right to modify, restrict or suspend your transfer privileges if we determine that your transfer activity constitutes market timing.</li> <li>• We reserve the right to limit the number of transfers allowed each contract year. The limit will not be less than 12 transfers per contract year.</li> <li>• 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.</li> </ul> | <b>Making the Most of Your Contract – Transferring Among Accounts</b><br><b>Substitution of Investments</b> |
| <b>Optional Benefits</b>                        | <ul style="list-style-type: none"> <li>• We may stop offering an optional benefit at any time for new sales.</li> <li>• Withdrawals may substantially reduce the benefit.</li> </ul>  | <b>Optional Benefits – Optional Death Benefits</b>  |
| <b>TAXES</b>                                    |   |   |
| <b>Tax Implications</b>                         | <ul style="list-style-type: none"> <li>• Consult with a tax advisor to determine the tax implications of an investment in and purchase payments received under this Contract.</li> <li>• If you purchase the Contract through a tax-qualified plan or individual retirement account, you do not get any additional tax benefit.</li> <li>• Earnings under your contract are taxed at ordinary income tax rates generally when withdrawn. You may have to pay a 10% tax penalty if you take a withdrawal before age 59½.</li> </ul>  | <b>Taxes</b>  |

| <b>CONFLICTS OF INTEREST</b>                |  | <b>Location in Statutory Prospectus</b>          |
|---|--|--|
| <b>Investment Professional Compensation</b> | 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.                                | <b>About the Service Providers</b>               |
| <b>Exchanges</b>                            | 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. | <b>Buying Your Contract – Contract Exchanges</b> |

# Overview of the Contract

**Purpose:** The purpose of the contract 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.

The contract offers 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 the 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 contract has two phases: the Accumulation Phase and the Income Phase.

**Accumulation Phase.** During the Accumulation Phase, you make purchase payments and invest in: available subaccounts, each of which has a particular investment objective, investment strategies, fees and expenses and the Special DCA Fixed Account that earns a declared rate of interest. 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 (and any death benefit riders) will no longer be in force and the contract will terminate.

**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.**

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 Special DCA Fixed Account. You may transfer money between subaccounts 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 annuitization start 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 benefits terminate after the annuitization start date.

## Contract features:

**Death Benefits.** If you die during the Accumulation Phase, we will pay a death benefit to your beneficiary or beneficiaries. All contracts include a Standard Return of Purchase Payment (ROPP) Death Benefit at no additional charge. Non-qualified contracts can elect to opt out of the Standard ROPP Death Benefit and instead receive the Contract Value Death Benefit for a reduced mortality and expense risk charge. If you select the Contract Value Death Benefit, your beneficiary will only receive the contract value as of the day we receive due proof of death, which is impacted by investment performance and charges. If you elect the Contract Value Death Benefit, you will not have a guaranteed return of purchase payments at death.

You may be able to purchase an optional death benefit available under the Contract, including the MAV Death Benefit or the 5-Year MAV Death Benefit, that provides additional death benefits for an additional fee. These optional death benefits may increase the amount of money payable upon death. Optional death benefits must be elected at the time that the contract is purchased. After the death benefit is paid the contract will terminate.

**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. Full and partial surrenders may be subject to charges and income taxes (including a 10% IRS penalty that may apply if you surrender prior to reaching age 59½) and may have other tax consequences.

**Tax Treatment:** You can transfer money between subaccounts 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. Special Dollar Cost Averaging (SDCA), only available for new purchase payments, allows the systematic transfer from the Special DCA fixed account to one or more eligible subaccounts over a 6 or 12 month period.
- **Asset Rebalancing.** Allows you, at no additional cost, to automatically rebalance the subaccount portion of your contract value on a periodic basis.
- **Income Guide.** An optional service, currently offered without charge, which provides reporting and monitoring of withdrawals you take from your contract.
- **Automated Partial Surrenders.** An optional service allowing you to set up automated partial surrenders from the 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 Data 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.

## Transaction Expenses

### Surrender Charges

**Surrender charges** (as a percentage of purchase payments surrendered)<sup>(1)</sup>

Maximum 7%

<sup>(1)</sup> For the purpose of surrender charge calculations, we consider that the year is completed one day prior to the contract anniversary.

| Contract Year | Surrender charge percentage |
|---------------|-----------------------------|
| 1             | 7%                          |
| 2             | 7                           |
| 3             | 7                           |
| 4             | 6                           |
| 5             | 5                           |
| 6             | 4                           |
| 7             | 2                           |
| 8+            | 0                           |

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)

|  |                      |                      |
|--|----------------------|----------------------|
| <b>Annual contract administrative charge*</b>  | <b>Maximum:</b> \$65 | <b>Current:</b> \$50 |
| <b>Annual contract administrative charge if your contract value equals or exceeds \$50,000</b> | <b>Maximum:</b> \$15 | <b>Current:</b> \$0  |

\* Upon full surrender of the contract, we will assess this charge even if your contract value equals or exceeds \$50,000.

## **Base Contract Expenses<sup>(1)</sup>**

(as a percentage of average daily contract value in the variable account)

Age band is determined based on your age on the application date. Size band is determined quarterly and for the first contract year only, at the time of each purchase payment. For more information on how we determine age band and size band, please see section "Charges – Annual Contract Expenses – Mortality and Expense Risk Fee".

<sup>(1)</sup> Base Contract Expenses are called Mortality and Expense Risk Fee in the Contract and elsewhere in this prospectus.

### Standard ROPP Death Benefit

| Age Band | Size Band               | Base Contract Expenses |
|----------|-------------------------|------------------------|
| 0-80     | Less than \$1,000,000   | 1.20%                  |
| 0-80     | \$1,000,000 and greater | 1.10%                  |
| 81+      | Less than \$1,000,000   | 1.55%                  |
| 81+      | \$1,000,000 and greater | 1.45%                  |

### Contract Value Death Benefit

For non-qualified contracts only, you can opt out of the Standard ROPP Death Benefit and select the Contract Value Death Benefit.

| Age Band* | Size Band               | Base Contract Expenses |
|-----------|-------------------------|------------------------|
| All Ages  | Less than \$1,000,000   | 1.00%                  |
| All Ages  | \$1,000,000 and greater | 0.90%                  |

\* For Contract Value Death Benefit, the Mortality and Expense Risk Fee does not vary by age.

## **Optional Benefit Expenses**

### Optional Death Benefits

If your contract has the Standard ROPP Death Benefit, you may select one of the following optional death benefit riders for an additional fee.

|                                 |                       |                       |
|---------------------------------|-----------------------|-----------------------|
| <b>MAV Death Benefit</b>        | <b>Maximum:</b> 0.25% | <b>Current:</b> 0.25% |
| <b>5-year MAV Death Benefit</b> | <b>Maximum:</b> 0.10% | <b>Current:</b> 0.10% |

(as a percentage of average daily Contract value in the Variable Account)

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

**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<sup>(1)</sup>**

| 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) | 0.50       | 2.06       |

<sup>(1)</sup> 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 the contract 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 have the Standard ROPP Death Benefit and optional MAV Death Benefit. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

| If you surrender your contract<br>at the end of the applicable time period: |          |          |          | If you do not surrender your contract<br>or if you select an annuity payout plan<br>at the end of the applicable time period: |          |          |          |
|---|----------|----------|----------|---|----------|----------|----------|
| 1 year  | 3 years  | 5 years  | 10 years | 1 year  | 3 years  | 5 years  | 10 years |
| \$10,056  | \$16,672 | \$22,481 | \$38,510 | \$3,613   | \$10,989 | \$18,570 | \$38,460 |

**Minimum Expenses.** These examples assume that you have a non-qualified contract, have elected the Contract Value Death Benefit and do not select any optional benefits. Although your actual costs may be higher, based on these assumptions your costs would be:

| If you surrender your contract<br>at the end of the applicable time period: |          |          |          | If you do not surrender your contract<br>or if you select an annuity payout plan<br>at the end of the applicable time period: |         |         |          |
|---|----------|----------|----------|---|---------|---------|----------|
| 1 year  | 3 years  | 5 years  | 10 years | 1 year  | 3 years | 5 years | 10 years |
| \$8,126   | \$10,824 | \$12,289 | \$18,056 | \$1,538   | \$4,774 | \$8,239 | \$18,006 |

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 means 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. 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. In addition, a withdrawal could reduce the value of certain optional death benefits by an amount greater than the amount withdrawn. 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 the Special DCA Fixed Account, 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 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.

**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 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. 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 purchase payments on a non-discriminatory basis with notification when the yield on new or existing investments would not support the guaranteed minimum interest rate. 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.

**Financial Strength and Claims-Paying Ability Risk.** All guarantees under the contract that are paid from our general account 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 (such as the Russian invasion of Ukraine and the responses by the United States

and other governments). 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 New York law on April 17, 1996. 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 of NY.

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 of NY's other assets. The Variable Account's assets are held separately from RiverSource Life of NY's assets and are not chargeable with liabilities incurred in any other business of RiverSource Life of NY. RiverSource Life of NY 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 the 70100 Ameriprise Financial Center, Minneapolis, MN 55474, telephone: 1-800-862-7919, [Ameriprise.com/variable](http://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 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 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 General Account

The general account includes all assets owned by RiverSource Life of NY, 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 of NY. 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

Amounts allocated to the fixed account are part of our general account. The fixed account includes the Special DCA fixed account. We credit interest daily on amounts you allocate to the fixed account at rates we determine from time to time at our discretion. Interest rates credited in excess of the guaranteed rate generally will be based on various factors related to future investment earnings. The fixed account guaranteed minimum interest rate on amounts invested in the fixed account will never be less than state law allows and will not be lower than 1.00%. 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 RiverSource Life of NY.

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.

## The Special DCA Fixed Account

You may allocate purchase payments to the Special DCA fixed account. You may not transfer contract value to the Special DCA fixed account.

You may allocate your entire purchase payment to the Special DCA fixed account for a term of six or twelve months. We reserve the right to offer shorter or longer terms for the Special DCA fixed account.

In accordance with your investment instructions, we transfer amounts from the Special DCA fixed account to the subaccounts so that, at the end of the Special DCA fixed account term, the balance of the Special DCA fixed account is zero. The amount of each transfer equals the remaining Special DCA fixed account value on the date of the transfer divided by the number of remaining transfers in the program. You may not change the amount of transfers. The first Special DCA monthly transfer occurs one day after we receive your payment.

The value of the Special DCA fixed account increases when we credit interest to the Special DCA fixed account and decreases when we make monthly transfers from the Special DCA fixed account. When you allocate a purchase payment to the Special DCA fixed account, the interest rate applicable to that purchase payment will be the rate in effect for the Special DCA fixed account term you choose on the date we receive your purchase payment. The applicable interest rate is guaranteed for the length of the term for the Special DCA fixed account term you choose. We credit and compound interest daily based on a 365-day year (366 in a leap year) so as to produce the annual effective rate which we declare. We credit interest only on the declining balance of the Special DCA fixed account; we do not credit interest on amounts that have been transferred from the Special DCA fixed account. As a result, the net effective interest rates we credit will be less than the declared annual effective rates. We credit and compound interest daily based on a full year so as to produce the annual effective rate which we declare. The interest rate we apply to each purchase payment to the Special DCA fixed account is guaranteed for the term. Thereafter, we will change the rates from time to time at our discretion, but we will never credit a rate that is less than the fixed account guaranteed minimum interest rate. We also reserve the right to declare a Special DCA fixed account with a different duration.

Alternatively, you may allocate your purchase payment to any combination of the following which equals one hundred percent of the amount you invest:

- the Special DCA fixed account for a six month term;
- the Special DCA fixed account for a twelve month term;
- to the subaccounts, subject to investment minimums.

Once you establish a Special DCA fixed account, you cannot allocate additional purchase payments to it. However, you may establish another Special DCA fixed account and allocate new purchase payments to it.

You may discontinue any Special DCA fixed account before the end of its term by giving us notice. If you do so, we will transfer the remaining balance of the Special DCA fixed account in accordance with your investment instructions to us. Transfers are subject to investment minimums and other restrictions we may impose, including but not limited to, any limitations described in this prospectus on transfers (see "Transfer policies").

Dollar-cost averaging from the Special DCA fixed account does not guarantee that any subaccount will gain in value nor will it protect against a decline in value if market prices fall. For an example of how Special DCA dollar-cost averaging works, see table below showing the Special DCA fixed account for a six-month term.

## 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 15th   | \$5,000.00   |                     |                    |                         |                           |
| Jan 16th   | 5,000.14     | 1/6                 | \$833.36           | \$18                    | 46.30                     |
| Feb 16th   | 4,170.30     | 1/5                 | 834.06             | 15                      | 55.60                     |
| Mar 16th   | 3,338.79     | 1/4                 | 834.70             | 19                      | 43.93                     |
| April 16th | 2,506.20     | 1/3                 | 835.40             | 17                      | 49.14                     |
| May 16th   | 1,672.17     | 1/2                 | 836.09             | 21                      | 39.81                     |
| Jun 16th   | 836.79       | 1/1                 | 836.79             | 20                      | 41.84                     |

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

## Buying Your Contract

With the assistance of your financial advisor, you can complete an application and your financial advisor will send it along with your initial purchase payment to our Service Center.

We are required by law to obtain personal information from you which we will use to verify your identity. If you do not provide this information we reserve the right to refuse to issue your contract or take other steps we deem reasonable. As the owner, you have all rights and may receive all benefits under the contract. You may buy a qualified or nonqualified annuity. Generally, 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 are 90 or younger on the date the contract is issued.

When you apply, you may select:

- subaccounts and/or the Special DCA fixed account in which you want to invest;
- how you want to make purchase payments;
- a beneficiary;
- for non-qualified contracts only, the Standard ROPP Death Benefit or the Contract Value Death Benefit. (Note that qualified contracts cannot select the Contract Value Death Benefit.)
- one of the following optional death benefit riders:
  - MAV Death Benefit; or
  - 5-Year MAV Death Benefit.

The contract provides for allocation of purchase payments to the subaccounts of the variable account and/or to the Special DCA fixed account.

If your application is complete, we will process it and apply your purchase payment to your investment selections within two business days after we receive it at our Service Center. If we accept your application, we will send you a contract. If your application is not complete, you must give us the information to complete it within five business days. If we cannot accept your application within five business days, we will decline it and return your purchase payment unless you specifically ask us to keep the purchase payment and apply it once your application is complete.

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.

You may make regular payments to your contract under a scheduled payment plan. You must make an initial purchase payment of \$2,000 or \$5,000 depending on the tax qualification (see “Buying Your Contract — Purchase Payments”). Once the required initial purchase payment amount has been met, you can begin the scheduled payment plan by sending a completed form to the Service Center. Certain qualified plan applications allow the establishment of a scheduled payment plan without meeting the required initial purchase payment amount. Contact your financial advisor for details. There is no charge for the scheduled payment plan. You can stop your scheduled payment plan at any time.

## Free look

You may return your Contract to your financial advisor or to our Service Center within the time stated on the first page of your Contract and receive a full refund of the Contract value. The valuation date will be the date your request is received by your financial advisor or at our Service Center. We will not deduct any Contract charges or fees from your Contract value (except for fees assessed daily on assets in the Variable Account). You bear the investment risk from the time of purchase until you return the Contract; the refund amount may be more or less than the payment you made. (Exception: If state law requires, we will refund your purchase payments instead of the Contract value and we will not deduct any fees or penalties.)

## 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 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 annuity contract to another annuity contract, subject to Internal Revenue Service (IRS) rules. You also generally can exchange a life insurance policy for an 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 the 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 the new contract or buy the 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 be limited under the terms of the contract. If we do not receive your initial purchase payment within 180 days from the application date, we will consider your contract void from the start.

### Minimum Initial Purchase Payments\*

|                        |         |
|------------------------|---------|
| Qualified annuities    | \$2,000 |
| Nonqualified annuities | \$5,000 |

### Minimum Additional Purchase Payments

\$50

**Maximum Purchase Payments\*\*** (without our prior approval): based on the contract year and your age on the effective date of the payment:

| Maximum Purchase Payments Per Contract Year | through age 85 | for ages 86 to 90 | age 91 or older |
|---|----------------|-------------------|-----------------|
| For the first contract year                 | \$1,000,000    | \$100,000         | \$0             |
| Second contract year and thereafter         | \$100,000      | \$50,000          | \$0             |

### Maximum Total Purchase Payments Per Owner (see the Purchase Payment provision in the contract)

| Maximum Total Purchase Payments Per Owner | through age 85 | for ages 86 to 90 | age 91 or older |
|---|----------------|-------------------|-----------------|
| Total Purchase Payments                   | \$1,000,000    | \$100,000         | \$100,000       |

\* If a payroll remittance is set up through your employer, the minimum initial purchase payment is \$50.

\*\* These limits apply in total to all RiverSource Life of NY annuities you own unless a higher amount applies to your contract. For qualified annuities, the Code’s limits on annual contributions also apply. Additional purchase payments for inherited IRA contracts cannot be made unless the payment is IRA money inherited from the same decedent.

Additional purchase payments cannot be made after spousal continuation or continuation of a contract as an inherited IRA.



## How to Make Purchase Payments

### 1 By letter

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

**RiverSource Life Insurance Co. of New York**  
**70500 Ameriprise Financial Center**  
**Minneapolis, MN 55474**

### 2 By scheduled payment plan

We can help you set up a bank authorization.

## Limitations on Use of Contract

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 Annuitization Start Date

Annuity payouts begin on the annuitization start date. This means that the contract will be annuitized (converted to a stream of monthly payments). If your contract is annuitized, the contract goes into income phase and only the annuity payout provisions continue. You will no longer have access to your contract value. This means that the death benefit and any optional benefits you have elected will end. When we process your application, we will establish the annuitization start date to be the maximum age (or contract anniversary if applicable). You also can change the annuitization start date, provided you send us written instructions at least 30 days before annuity payouts begin.

The annuitization start date must be:

- no earlier than 13 months after the contract's effective date; and no later than
- the owner's 95th birthday or the tenth contract anniversary, if later,
- or such other date as agreed to by us.

Six months prior to your annuitization start date, we will contact you with your options including the option to postpone your annuitization start 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 Income with 10 years certain will begin on the annuitization start date, subject to Internal Revenue Code limitations, and your monthly annuity payments will continue for as long as the annuitant lives. If the annuitant does not survive 10 years, we will continue to make payments until 10 years of payments have been made (see "The Annuity Payout Period – Annuity Payout Plans").

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 annuitization start date, your contract will not be automatically annuitized. However, if you choose, you can elect to request annuitization or take partial surrenders to meet your required minimum distributions.

## Beneficiary

We will pay to your named beneficiary the death benefit if it becomes payable while the contract is in force and before the annuitization start date. If there is more than one beneficiary we will pay each beneficiary's designated share when we receive their completed claim. A beneficiary will bear the investment risk of the variable account until we receive the beneficiary's completed claim. If there is no named beneficiary, then the default provisions of your contract will 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 annuitization start date, we may deduct a surrender charge from the contract value that is surrendered. A surrender charge applies if you surrender all or part of your contract value in the first seven contract years.

Surrender charges for an inherited IRA are only waived for lifetime RMD amounts.

You may surrender an amount during any contract year without a surrender charge. We call this amount the total free amount (FA).

The FA is the greater of:

- 10% of the contract value, on the prior contract anniversary, less any prior surrenders taken in the current contract year; or
- current contract earnings which is an amount that is equal to the contract value less any purchase payments not previously surrendered but will never be less than zero.

During the first contract year, the FA is the greater of:

- 10% of all purchase payments applied prior to your surrender request, less any amounts surrendered prior to your surrender request that represent the FA; or
- current contract earnings.

The surrender charge percentage depends on the number of years since the contract was issued, as shown in the table below:

| Contract Year | Surrender charge percentage |
|---------------|-----------------------------|
| 1             | 7%                          |
| 2             | 7                           |
| 3             | 7                           |
| 4             | 6                           |
| 5             | 5                           |
| 6             | 4                           |
| 7             | 2                           |
| 8+            | 0                           |

The amount of purchase payments surrendered is calculated using a prorated formula based on the percentage of contract value being surrendered. As a result, the amount of purchase payments surrendered may be greater than the amount of contract value surrendered.

We determine your surrender charge by multiplying purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage. For more information on how these charges are calculated, see Appendix B.

For a partial surrender, the amount paid to You will equal the amount withdrawn from the Contract Value, less any surrender charges. For an example, see Appendix B.

### **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 on a fixed basis and the plan we make available provides a liquidity feature permitting you to surrender any portion of the underlying value of remaining guaranteed 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 the 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 Annuityization | Surrender charge percentage |
|--|-----------------------------|
| 0  | Not applicable*             |
| 1  | 5%                          |
| 2  | 4                           |
| 3  | 3                           |
| 4  | 2                           |
| 5  | 1                           |
| 6 and thereafter                               | 0                           |

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

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 each year that represent the total free amount for that year;
- required minimum distributions from a qualified annuity to the extent that they exceed the free amount. The amount on which surrender charges are waived can be no greater than the RMD amount calculated under your specific contract currently in force. Surrender charges for an inherited IRA are only waived for lifetime RMD amounts;
- amounts applied to an annuity payment plan (**Exception:** As described above, if you elect an annuity payout plan with guaranteed payouts and you choose later to surrender the value of your remaining annuity guaranteed payments, we will assess a surrender charge);
- surrenders made as a result of one of the “Contingent events” described below to the extent permitted by state law. Waiver of surrender charges for Contingent events will not apply to Tax Free Exchanges, rollovers and transfers to another annuity contract;
- amounts we refund to you during the free look period; and
- death benefits.

### Contingent events

- **Hospital or Nursing Home Confinement.** Surrenders you make if you are confined to a hospital or nursing home and have been for the prior 60 days or confinement began within 30 days following a 60 day confinement period. Such confinement must begin after the contract issue date. Your contract will include this provision when you are under age 76 on the contract application date. You must provide us with a letter containing proof satisfactory to us of the confinement as of the date you request the surrender. We must receive your surrender request and written proof of confinement within 91 days after your release from the hospital or nursing home. If it is not reasonably possible to provide proof within such time, unless you are legally incapacitated, We must receive it as soon as possible and no later than one year after the 91 Day period has expired. The amount surrendered must be paid directly to you.
- **Terminal Illness Diagnosis.** Surrenders you make if you are diagnosed after the contract issue date with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis. The surrender request must be received after the first contract anniversary. You must provide us with a licensed physician’s statement containing the terminal illness diagnosis, the expected date of death and the date the terminal illness was initially diagnosed. The amount surrendered must be paid directly to you.

**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 59 ½ (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. For contracts with contract value less than \$50,000, we currently deduct \$50 from your contract value on your contract anniversary. We reserve the right to adjust this charge after the first contract anniversary, but it will never exceed \$65. If your contract value is \$50,000 or more on the contract anniversary, we currently do not deduct this charge from your contract value; however, we reserve the right to charge up to \$15 after the first contract anniversary.

We prorate this charge between the Special DCA fixed account and the subaccounts in the same proportion your interest in each account bears to your total contract value. However the amount deducted from the Fixed Account will not exceed \$50 in any contract year.

If you take a full surrender of your contract, we will deduct the charge at the time of surrender regardless of the contract value. This charge does not apply to amounts applied to an annuity payment plan or to the death benefit.

### Mortality and Expense Risk Fee

In calculating unit values, we will deduct a mortality and expense risk charge daily from each subaccount which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the annual mortality and expense risk fee. The deduction is made to compensate us for assuming the mortality and expense risks under contracts of this type. This fee does not apply to the Special DCA fixed account. We cannot increase this fee.

On your contract issue date, the Initial Annual Mortality and Expense Risk Fee is equal to the Initial Base Mortality and Expense Risk Fee plus any fees associated with certain optional benefit riders. On any day after your contract issue date, the Annual Mortality and Expense Risk Fee is equal to the base mortality and expense risk fee plus any fees associated with certain optional benefit riders. The base mortality and expense risk fee is based on your age band and your size band. The Initial Base Mortality and Expense Risk Fee and the Initial Annual Mortality and Expense Risk Fee are shown on your Contract Data page.

#### Age Band

At issue, your age band is based on Your age as of the Application Date. Your age band will not change for the life of the contract unless there is a “covered life change,” as defined in the “Benefits in Case of Death.” If there is a “covered life change,” your age band will be reset on that date based on the age of the contract owner.

#### Size Band

At issue, your size band is determined based on your initial purchase payment. If it is \$1,000,000 or more, the largest size band is applicable and your size band will not change for the remainder of the first contract year.

If an additional purchase payment is received before the first contract anniversary and if the total purchase payments equal \$1,000,000 or more, then the largest size band is applicable and your size band will not change for the remainder of the first contract year.

Otherwise, on the first day of each contract quarter prior to the Annuitization Start Date, your size band is redetermined based on the Contract Value.

For purposes of determining the size band, a “contract quarter” is each successive three-month period from the Contract Date. If the contract quarter would start on a Day that does not exist in any given month, we will consider the last calendar day of that month as the first day of that contract quarter. For example, if the month and day of your Contract Date is August 31, the next contract quarter will start on November 30. Whenever the contract quarter does not start on a valuation date, the Contract Value will be based on close of business values on the next valuation date.

The mortality and expense risk fee you pay is based on the death benefit you select at issue as well as the applicable age band and size band which may change over the life of the contract as described above.

#### Standard ROPP Death Benefit

| <b>Age Band</b> | <b>Size Band</b>        | <b>Mortality and Expense Risk Fee</b> |
|-----------------|-------------------------|---------------------------------------|
| 0-80            | Less than \$1,000,000   | 1.20%                                 |
| 0-80            | \$1,000,000 and greater | 1.10%                                 |

| Age Band | Size Band               | Mortality and Expense Risk Fee |
|----------|-------------------------|--------------------------------|
| 81+      | Less than \$1,000,000   | 1.55%                          |
| 81+      | \$1,000,000 and greater | 1.45%                          |

### Contract Value Death Benefit

For non-qualified contracts only, you can opt out of the Standard ROPP Death Benefit and select the Contract Value Death Benefit.

| Age Band* | Size Band               | Mortality and Expense Risk Fee |
|-----------|-------------------------|--------------------------------|
| All Ages  | Less than \$1,000,000   | 1.00%                          |
| All Ages  | \$1,000,000 and greater | 0.90%                          |

\* For Contract Value Death Benefit, the Mortality and Expense Risk Fee does not vary by age.

### Optional Death Benefits

If your contract has the Standard ROPP Death Benefit, you may select one of the following optional death benefit riders for an additional fee. The optional rider fee will be added to your mortality and expense risk fee.

|                                 | Optional Rider Fee |
|---------------------------------|--------------------|
| <b>MAV Death Benefit</b>        | 0.25%              |
| <b>5-year MAV Death Benefit</b> | 0.10%              |

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 have a life contingent payment.

Expense risk arises because the costs in providing the services to you under the contract may exceed our revenues from the contract administrative charge. We could profit from the mortality and 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 "Charges – Transaction Expenses – Surrender Charge", will cover sales and distribution expenses.

## 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.

## Valuing Your Investment

We value your accounts as follows:

### The Fixed Account

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

- the sum of your purchase payments allocated to the Special DCA fixed account;
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges) and amounts transferred out; and
- minus any prorated portion of the contract administrative charge.

## 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, 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 or a surrender charge.

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 calculate the accumulation unit value of each subaccount on each valuation date. If your contract anniversary is not a valuation date, your contract value for that contract anniversary will be based on close of business values on the next valuation date.

We determine the net investment factor by:

- adding the fund's current net asset value per share, plus the per share amount of any dividend or capital gain distribution 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;
- transfers into or out of the subaccounts;
- partial surrenders;
- surrender charges; and
- a deduction of a prorated portion of the contract administrative charge.

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). For example, you might transfer a set amount monthly from a relatively conservative subaccount to a more aggressive one, or to one or more subaccounts. You can also obtain the benefits of dollar-cost averaging by setting up regular automatic payments under a scheduled payment plan. 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

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.



| 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                      |

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.

## Asset Rebalancing

You can ask us in writing to automatically rebalance the subaccount portion of your contract value either quarterly, semiannually, 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 in whole numbers. 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 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.

## The *Income Guide*<sup>SM</sup> Program

*Income Guide* is an optional service we currently offer without charge. It does not change or otherwise modify any of the other benefits, features, charges, or terms and conditions associated with your annuity contract. The purpose of the program is to provide reporting and monitoring of withdrawals you take from your annuity. The reporting and monitoring is designed to provide you information that may assist you in considering whether to adapt your withdrawals over time.

For the purpose of *Income Guide* program, the term “systematic withdrawals” is the same as “automated systematic surrenders”.

**The assumptions we used in the program are not customized or individualized to your circumstances. Program participants and their unique individual circumstances will vary from the program assumptions, creating differing results. The simulations we used in connection with the program do not include any contract or underlying fund charge assumptions other than an assumed mortality and expense risk charge of 1.0%. Your contract value may be depleted prior to the end of the program. If you follow the program and make downward adjustments to your withdrawals to remain in the “On Track” status, the amount of your withdrawal can significantly decline over time.**

*Income Guide* is a withdrawal monitoring service. The program establishes what we call a “Prudent Income Amount” which is based on your contract value, age, and the other program assumptions described below. We calculate the Prudent Income Amount daily using the following factors:

- (1) the age of the participant, (the age of the younger participant under the Joint Option);
- (2) the contract value;
- (3) Prudent Income Percentages.

The current Prudent Income Amount is determined by multiplying the current contract value by the current Prudent Income Percentage. The Prudent Income Amount is a hypothetical withdrawal amount with a minimum 85% probability that if taken and no withdrawal adjustments are made, withdrawals at that amount would not deplete the contract value

prior to age 95 (age 100 for joint), or 8 years if longer. Please refer to the *Prudent Income Amount* section below for details on the assumptions we used to create the Prudent Income Percentages and the operation of the Prudent Income Amount.

*Income Guide* compares the annual total of the monthly systematic withdrawals you have elected to the current Prudent Income Amount we have calculated to determine your current status in the program. The current status provides you information on the current sustainability of your rate of withdrawal by comparing it to the Prudent Income Amount.

The program allows you to elect to have withdrawal income monitored based on one person (the “Single Option”) or two persons (the “Joint Option”). We refer to each person covered under *Income Guide* as a participant. *Income Guide* is most effective when you use it in consultation with your financial advisor.

*Income Guide* is not a guaranteed income option and it is not backed by our general account. If you need income guaranteed for life or another specified period of time, you should not rely on using *Income Guide*. For guaranteed income options, consider annuitization options or other annuity contracts that provide guaranteed lifetime income or withdrawal benefit riders.

Any withdrawals you make from your contract may result in taxes and tax penalties. In addition, withdrawals will reduce your contract value and may result in a proportional reduction to the Standard ROPP Death Benefit and any optional death benefit you have elected.

As part of the *Income Guide* program, we provide you with information regarding your withdrawal amount, but we do not determine whether to make adjustments to your withdrawal amount or investment allocation. You need to decide what changes or adjustments may be right for you, or whether to seek the assistance of a financial advisor in making any decisions, based on the information provided and your given needs and circumstances.

#### *Program Availability*

*Income Guide* is only available if the servicing broker-dealer on your contract is Ameriprise Financial Services, LLC (“AFS”) which is our affiliate and we only currently offer variable annuity contracts through AFS. We may modify or end the availability of *Income Guide* at any time in our sole discretion. We will notify you 30 days in advance of any changes to *Income Guide* or if we end the program. Advance notice will not be given for any changes we decide to make to the Prudent Income Percentages.

In order to enroll in *Income Guide*, the following eligibility requirements must be met.

- (1) One of the *Income Guide* participants must be an owner or annuitant under the contract.
- (2) Your contract cannot be a beneficially owned IRA or inherited nonqualified stretch annuity.
- (3) You cannot be withdrawing substantially equal periodic payments as defined in the Internal Revenue Code. These payments are calculated in part using your life expectancy and place limits on the ability to increase withdrawals beyond a certain amount without incurring tax consequences.
- (4) If you have a systematic withdrawal program established, the frequency of withdrawal must be set at monthly. You cannot have more than one systematic withdrawal program established at the same time.
- (5) Your contract cannot have any active or deemed loans on it.
- (6) Your contract must have an Ameriprise advisor registered with AFS assigned as the agent of record on your contract.
- (7) All participants covered by the program must be at least age 50 and no older than age 85.

These eligibility requirements apply to any post-enrollment changes you may elect to make, such as changing or adding participants.

Advance notice will not be given for the events listed below that automatically terminate *Income Guide*.

- (1) You modify your systematic withdrawal program to a frequency other than monthly or you have more than one systematic withdrawal program in effect.
- (2) You take a loan on the contract.
- (3) On any contract anniversary where the participant (for joint, youngest participant) attained the maximum age of 95 in the preceding contract year.
- (4) The death benefit under the contract becomes payable.
- (5) You elect a systematic withdrawal program to take substantially equal periodic payments as defined in the Internal Revenue Code. These payments are calculated in part using your life expectancy and place limits on the ability to increase withdrawals beyond a certain amount without incurring tax consequences.
- (6) AFS is no longer the servicing broker-dealer on your contract.



- (7) Your contract terminates for any reason, including full surrender, the contract value reaches zero, or when you annuitize your entire contract (this does not apply to partial annuitizations which are permitted while you participate in *Income Guide*).

In the event of a change in ownership, systematic withdrawals are suspended, but you would continue to be enrolled in the *Income Guide*.

*Enrolling in the Income Guide Program*

You may elect to enroll in the *Income Guide* program at any time as long as we continue to offer it and you meet the eligibility requirements of participation. At the time of your enrollment, you will be required to complete an *Income Guide* Enrollment Form or verbally acknowledge your understanding of the program if we permit enrollment via telephone. In connection with enrollment, you will be asked whether you want the Single Option or Joint Option. You also will be required to provide the birthdate and sex of each participant covered under *Income Guide*. We use the age provided at enrollment to calculate the Prudent Income Amount.

If you are funding your contract through multiple sources that would involve making more than one initial purchase payment, you should consider waiting to enroll in *Income Guide* until your contract is fully funded. A large purchase payment not taken into account will result in a lower initial Prudent Income Amount being calculated. If your systematic withdrawal amount is based on all intended payments, then the amount you are withdrawing will be higher than the Prudent Income Amount that is calculated before we receive all intended purchase payments which may affect your *Income Guide* status.

After enrolling, we will permit you to modify the selected option (Single Option or Joint Option) or to change the participants. Any changes are subject to the conditions stated in the Program Availability section above.

*Withdrawal Monitoring and Reporting*

*Income Guide* is designed to assist you and your financial advisor in managing the withdrawal of money out of your annuity contract to provide income. To aid in managing your withdrawals, we currently provide periodic reports to you and your financial advisor. This includes a detailed annual report we provide on each contract anniversary and a brief summary on the consolidated statements you receive either monthly or quarterly from AFS. These reports include an *Income Guide* status based on the Prudent Income Amount calculated on the date we produce the report. The reporting and the status are designed to provide you information regarding the current sustainability of your current withdrawal amount by comparing it to the current Prudent Income Amount. We provide no other reporting, so you should review your consolidated statement and annual report to see if your status under the program has changed. You also can review your current daily status by logging into your account on ameriprise.com. We reserve the right to modify the reporting we provide under the program at any time and in our sole discretion.

The table below summarizes the definitions of each status under the program.

| <b>Income Guide Status Definitions</b>   |  |   |  |
|--|--|---|--|
| <b>Attention Needed</b>  | <b>Caution</b>   | <b>On Track</b>   | <b>More Available</b>  |
| Prudent Income Amount is more than 20% below your current annual withdrawal amount | Prudent Income Amount is from 10.1% to 20% below your current annual withdrawal amount | Prudent Income Amount is from 10% below up to 24.9% above your current annual withdrawal amount | Prudent Income Amount is more than 25% or more above your current annual withdrawal amount |

We use descriptive terminology to describe each status. When you are in the On Track status we may refer to your withdrawal rate as “currently sustainable.” When you are in the Caution status, we refer to your withdrawal rate as “near a point where it may not be sustainable.” When you are in the Attention Needed status, we refer to your withdrawal rate as “may not be sustainable.” Finally, if your current withdrawal amount places you in the “More Available” status, we refer to you as having “more options available” because the Prudent Income Amount is at least 25% higher than your current withdrawal amount. These statuses, including the accompanying explanations, are merely descriptive and do not represent a specific level of actual sustainability or probability of your contract value not being depleted. Please note if you are in the “More Available” status and you utilize contract value for other purposes it may create adverse consequences in the future, including increasing the possibility and extent of future status changes and the possibility of running out of money prior to the end of the program.

The following *Income Guide* statuses are used in our periodic reporting.

| <i>Income Guide Status</i> | <b>What the Status Means</b>   |
|----------------------------|--|
| Attention Needed           | Based on your contract value, it is projected that your withdrawal amount may not be sustainable.  |
| Caution                    | Based on your contract value, it is projected that your withdrawal amount is near a point where it may not be sustainable.   |
| On Track                   | Based on your contract value, it is projected that your withdrawal amount is currently sustainable. Please note that the minimum 85% probability assumed in the program only applies to the Prudent Income Amount and not to the “On Track” status which includes a range above and below the current Prudent Income Amount. |
| More Available             | Based on your contract value and withdrawal amount, it is projected there are more options available.  |

These statuses are not designed to be, nor should they be construed as, investment advice. They are based on a comparison of your current annual withdrawal amount versus the current Prudent Income Amount. They also can aid you in tracking how close your current rate of withdrawal is to the Prudent Income Amount. In the end, your unique financial situation and the advice of your financial advisor should be utilized in assessing your *Income Guide* status and your utilization of the program as a whole. **Please note, the longer you are in the Attention Needed status without adjusting withdrawals the greater the likelihood that you will deplete your contract value.**

If you enroll in *Income Guide* without electing a systematic withdrawal, then no status will be reported, but you will be provided the Prudent Income Amount.

If you completely suspend your withdrawals, we will also no longer report a status. This, however, does not mean that subsequently restarting withdrawals will result in a sustainable rate of withdrawal. When you restart your withdrawals, a current Prudent Income Amount will be compared to your current withdrawal amount to determine a current status. Also, remember that a change in ownership will automatically suspend systematic withdrawals.

***Income Guide* does not take into account your unique financial situation, including how you allocate your contract value to available investment options and the allocation of your contract value to equities or fixed income instruments (e.g. bonds). Your investment returns, including the deduction of any fund fees and expenses, will differ from program assumptions. In addition, the fees and charges we assumed in calculating values under the program will differ from the actual fees and charges on your contract. This is due in part to the fact that we did not assume certain charges, including the contract administrative charge and optional benefit charges.**

**The methods, assumptions and simulations we used to develop the Prudent Income Percentages may not be appropriate or correct for a given contract owner. Individual results can vary widely and will impact the frequency of status changes and how often you may want to make adjustments to your withdrawals. You must decide whether to modify withdrawals or take any other action with respect to your contract based on the status we report, and whether to consult with your financial advisor.**

#### *The Prudent Income Amount*

We use your current age, contract value, and Prudent Income Percentage to calculate your current Prudent Income Amount. We may modify these factors used to calculate your Prudent Income Amount at any time and in our sole discretion. We, RiverSource Life Insurance Company, solely determined what assumptions to use in deriving the Prudent Income Amount

**Since the Prudent Income Amount is calculated daily and fluctuates based on age and current contract value, the program does not guarantee or result in a steady stream of income or provide any type of guaranteed cash value or guaranteed benefit.**

The Prudent Income Percentages are derived from a series of random simulations based on the following assumptions:

- an investment allocation of 50% in equities and 50% in fixed income instruments (e.g.bonds);
- average annual returns, after the deduction of all fund fees and expenses, of 9.0% on the equity allocation and 2.0% on the fixed income instruments allocation that grades upward to 4.0% over a twenty year period;
- annual portfolio returns have a standard deviation of 9.0%;
- a 1.0% average annual mortality and expense risk fee being assessed; and
- taking level withdrawals each month.

The average annual return assumptions of 9.0% for the equity allocation and the 2.0% - 4.0% for the fixed income instruments allocation are net return assumptions. This means these return assumptions would be after the deduction of all underlying fund fees and expenses. For this series of random simulations, a standard deviation of 9% means that approximately two thirds of the annual returns are within a range of 9% above and 9% below the average annual return. Contract charges other than the 1.0% mortality and expense risk fee, if they apply to you, were not included in the assumptions. This includes the contract administrative charge and charges associated with optional benefits available under the contract. The “Charges” section of the prospectus provides additional details on the amount and applicability of these charges.

Since these assumptions are not customized to you, your circumstances will differ and the minimum 85% probability of withdrawals lasting for the duration of the program without the need to make any adjustments to the amount of withdrawals may be higher or lower than the probability used in developing the Prudent Income Percentages.

Your results under the program will vary. In general, if you have lower returns, higher volatility, higher fees, or you make additional withdrawals, then the probability of your withdrawal amount being sustainable will be lower than assumed under the program. In contrast, if you have higher returns, lower volatility, lower fees, or make additional purchase payments, then the probability of your withdrawal amount being sustainable will generally be higher than assumed under the program. In addition, if you experience long-term periods where your contract value is continually declining due to deviations from the assumptions mentioned above, you will need to repeatedly decrease the amount of your withdrawal to stay in the “On Track” status. Also, while unlikely, your contract value may be depleted before age 95 even if you follow the program.

It is important to remember that only the age of the participant and the contract value are specific to your contract. All of the factors used in determining the Prudent Income Percentages are general and not individualized or otherwise customized to you, your contract allocation, or any other circumstances specific to you.

The following factors related to your contract experience will impact your *Income Guide* status and the probability of withdrawals (without adjusting under the program) lasting for the duration of the program:

- (1) the fees, average annual total returns and volatility of the underlying funds you have elected;
- (2) the specific fees of your contract;
- (3) additional purchase payments to the contract;
- (4) withdrawals in addition to the monthly systematic withdrawal;
- (5) partial annuitizations; or
- (6) your actual life expectancy or retirement horizon.

The assumptions were utilized to run a series of random simulations. These simulations were used to establish the Prudent Income Percentages which are based on a level amount of income (without adjusting under the program) that provides a minimum 85% or greater probability of contract value lasting to age 95 (age 100 for joint), or for 8 years, whichever is longer. As with any simulation, your actual experience will be different and our methodology could have an error.

The Prudent Income Percentages change over time based on age. The table below shows the current Prudent Income Percentages utilized. In the case of the Joint Option, the youngest participant’s age is used to determine the Prudent Income Percentages.

### Prudent Income Percentages

| Participant Age | Single Option | Joint Option | Participant Age | Single Option | Joint Option | Participant Age | Single Option | Joint Option |
|-----------------|---------------|--------------|-----------------|---------------|--------------|-----------------|---------------|--------------|
| 50              | 3.0%          | 2.5%         | 66              | 4.6%          | 4.1%         | 81              | 6.3%          | 5.8%         |
| 51              | 3.1%          | 2.6%         | 67              | 4.7%          | 4.2%         | 82              | 6.6%          | 6.1%         |
| 52              | 3.2%          | 2.7%         | 68              | 4.8%          | 4.3%         | 83              | 6.9%          | 6.4%         |
| 53              | 3.3%          | 2.8%         | 69              | 4.9%          | 4.4%         | 84              | 7.2%          | 6.7%         |
| 54              | 3.4%          | 2.9%         | 70              | 5.0%          | 4.5%         | 85              | 7.5%          | 7.0%         |
| 55              | 3.5%          | 3.0%         | 71              | 5.1%          | 4.6%         | 86              | 8.0%          | 7.5%         |
| 56              | 3.6%          | 3.1%         | 72              | 5.2%          | 4.7%         | 87              | 8.5%          | 8.0%         |
| 57              | 3.7%          | 3.2%         | 73              | 5.3%          | 4.8%         | 88              | 9.0%          | 8.5%         |
| 58              | 3.8%          | 3.3%         | 74              | 5.4%          | 4.9%         | 89              | 9.5%          | 9.0%         |
| 59              | 3.9%          | 3.4%         | 75              | 5.5%          | 5.0%         | 90              | 10.0%         | 9.5%         |
| 60              | 4.0%          | 3.5%         | 76              | 5.6%          | 5.1%         | 91              | 10.5%         | 10.0%        |
| 61              | 4.1%          | 3.6%         | 77              | 5.7%          | 5.2%         | 92              | 11.0%         | 10.5%        |
| 62              | 4.2%          | 3.7%         | 78              | 5.8%          | 5.3%         | 93              | 11.5%         | 11.0%        |

| Participant Age | Single Option | Joint Option | Participant Age | Single Option | Joint Option | Participant Age | Single Option | Joint Option |
|-----------------|---------------|--------------|-----------------|---------------|--------------|-----------------|---------------|--------------|
| 63              | 4.3%          | 3.8%         | 79              | 5.9%          | 5.4%         | 94              | 12.0%         | 11.5%        |
| 64              | 4.4%          | 3.9%         | 80              | 6.0%          | 5.5%         | 95              | 12.5%         | 12.0%        |
| 65              | 4.5%          | 4.0%         |                 |               |              |                 |               |              |

The Prudent Income Percentage is multiplied by the contract value to determine the current Prudent Income Amount. The Prudent Income Amount will change over time due to changes in the contract value and the age of the participants covered under the program.

Although the Prudent Income Percentage increases with age, the Prudent Income Amount may not increase over time because a decreasing contract value can more than offset any increase in the Prudent Income Percentage. An increase in the Prudent Income Percentage does not protect against inflation.

Refer to “Example of a Prudent Income Amount Calculation” below to see how the Prudent Income Percentage is used to create a Prudent Income Amount.

By increasing with age, the Prudent Income Percentages result in less contract value being required to be in the “On Track” status. As a result, the Prudent Income Amount is not designed to preserve the level of your contract value. Following the monitoring program, however, including making adjustments to your rate of withdrawal over the life of the program, will increase the likelihood that your contract value will not be exhausted prior to the end of the program.

**The assumptions used in determining values under *Income Guide* including investment and performance, are not tied in any way to your allocation of contract value and its performance. Your actual contract results can vary significantly from the performance we assumed in calculating the Prudent Income Amount.**

The Prudent Income Amount is not a guarantee of present or future income and is not intended, nor should it be construed as, any form of investment advice.

If your contract is funding an employer sponsored plan such as a retirement plan established under Section 403(b) or 401(a) of the Code, your ability to begin a systematic withdrawal or to change one may be subject to plan sponsor approval. To determine whether there are any plan based restrictions on *Income Guide*, contact your plan sponsor.

#### *Example of a Prudent Income Amount Calculation*

Below is an example of how *Income Guide* calculates the Prudent Income Amount and assigns the status of the sustainability of your withdrawals.

At the time of enrollment, assume the following:

- (1) you have elected the Single Option;
- (2) you are age 65;
- (3) your monthly systematic withdrawal amount is \$350.00 (\$4,200.00 annually); and
- (4) your contract value is \$100,000.00.

Using these assumptions when you enroll, to calculate the Prudent Income Amount, the contract value is multiplied by the Prudent Income Percentage, which is 4.5%.

$$\$100,000.00 \times 4.5\% = \$4,500.00$$

In this case, the Prudent Income Amount is about 7.1% above your annual withdrawal amount. This results in being assigned a status of “On Track.”

Let’s assume six months after enrollment, you are still age 65 and your contract value is now \$95,000. When you multiply the current contract value by the Prudent Income Percentage you get the following Prudent Income Amount.

$$\$95,000.00 \times 4.5\% = \$4,275.00$$

In this case, the Prudent Income Amount is about 1.8% above your annual withdrawal amount. This results in being assigned a status of “On Track.”

Let’s assume one year after enrollment, you are now age 66 and your contract value is now \$82,000. When you multiply the current contract value by the Prudent Income Percentage you get the following Prudent Income Amount.

$$\$82,000.00 \times 4.6\% = \$3,772.00$$

In this case, the Prudent Income Amount is about 10.2% below your annual withdrawal amount. This results in being assigned a status of “Caution.”

#### *Potential Benefits of the Income Guide Program*

*Income Guide* can aid you in creating a non-guaranteed stream of income through systematic withdrawals from your contract. This can be beneficial if your need for income is flexible and does not require exercising your option to annuitize. Withdrawals in connection with *Income Guide* may be subject to taxes and tax penalties. In addition, if you use *Income Guide* and you have a non-qualified contract, you are not receiving any potential benefits of the exclusion ratio associated with annuitization. The exclusion ratio allows you to spread the cost basis of your contract value over time, generally resulting in payments being partially income tax-free while the exclusion ratio is in effect. In contrast, *Income Guide* systematically withdraws contract value and for non-qualified contracts this results in taxable earnings being considered to be withdrawn first. A financial advisor can help you understand each of the income options available to you.

In cases where your *Income Guide* status becomes “More Available” there may be opportunities to increase your withdrawal rate, lock-in guaranteed income through partial annuitization, or use a portion of your contract value for other purposes. In consultation with your financial advisor, you can determine whether one or more of these options are right for you. Please keep in mind increases in the amount you withdraw may be subject to taxes and tax penalties. In addition, withdrawals will reduce your contract value and will proportionally reduce your Standard ROPP Death Benefit and any optional death benefit you have elected. Increases in withdrawals can also have adverse future consequences, including increasing the possibility of future status changes and the possibility of running out of money prior to the end of the program.

#### *Potential Risks of the Income Guide Program*

*Income Guide*, including the Prudent Income Amount, is not a guarantee of income. If your annuity contract value is depleted your contract and any benefits associated with it, including *Income Guide*, will end without value.

In instances where your contract enters the “Attention Needed” status, even if you take steps to address the status such as lowering withdrawals from your contract, it is possible depending on continued performance of your contract that you could re-enter or remain in the status for an extended period of time. If you do not adjust your withdrawals when you are in the “Attention Needed” status, it could substantially increase the likelihood your contract value will be depleted, especially if you remain in this status for an extended period of time without making any adjustments.

If your contract is issued on a qualified basis, you are subject to certain required minimum distribution rules for federal tax purposes. These rules may require you to take withdrawals out of your annuity that exceed the Prudent Income Amount. If this occurs, taking the required withdrawals may increase the likelihood that you will deplete your annuity contract over time.

*Income Guide* does not provide any additional waiver of any applicable surrender charge. This means in cases where your contract is subject to a surrender charge, any amounts withdrawn in excess of the free amount will be assessed a surrender charge, including any instance where you are withdrawing at a level equal to the Prudent Income Amount. For additional information on surrender charges, refer to the “Surrender Charge” subsection of the “Charges” section of this prospectus.

If your relationship with your advisor ends, you will no longer receive assistance using the *Income Guide* service. If your contract continues to be serviced by AFS, but you have ended your relationship with the financial advisor with whom you set up *Income Guide*, *Income Guide* will continue, and you should request AFS assign you another advisor to assist you with maximizing the effectiveness of *Income Guide*. We cannot guarantee that AFS will assign you an advisor that will assist you with *Income Guide*.

If you rely on *Income Guide* for managing your income needs and the service terminates, either because we choose to no longer offer it or a circumstance arises where automatic termination occurs, you may be in a position where you cannot find a means to manage or monitor your income going forward. Remember, in any instance where AFS is no longer the servicing broker-dealer of record for your contract, *Income Guide* will automatically terminate.

## Transferring Among Accounts

You may transfer contract value among the subaccounts before the annuitization start date. You cannot transfer contract value into the Special DCA fixed account. The Special DCA fixed account requires automated monthly transfers into the subaccounts you select.

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 the NYSE (4:00 pm Eastern time unless the NYSE closes earlier), 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 (4:00 pm Eastern time unless the NYSE closes earlier), 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 (4:00 pm Eastern time unless the NYSE closes earlier), 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 (4:00 pm Eastern time unless the NYSE closes earlier), we will process your transfer using the accumulation unit value we calculate on the next valuation date after we received your transfer request.

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.

There is no charge for transfers. Before making a transfer, you should consider the risks involved in changing investments.

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

### **Transfer policies**

- Before the annuitization start date, you may transfer contract values between the subaccounts at any time.
- You may not make a transfer to the Special DCA fixed account. However, you may transfer contract values as automated monthly transfers from the Special DCA fixed account to the subaccounts. (See “Special DCA Fixed Account.”)
- After the annuitization start date, you may make transfers once per contract year among the subaccounts. During the annuity payout period, we reserve the right to limit the number of subaccounts in which you may invest. On the annuitization start date, you must transfer all contract value out of the Special DCA fixed account.

### **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 Co. of New York  
70500 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.

\*\* The contract value after a partial surrender must be at least \$500.

### 2 By automated transfers and automated partial surrenders

Your financial advisor can help you set up automated transfers among your subaccounts or automated partial surrenders from the Special DCA fixed account or the subaccounts.

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 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.

#### **Minimum amount**

Transfers or surrenders: \$50

#### **Maximum amount**

Transfers or surrenders: None

### 3 By telephone

Call:

**1-800-541-2251**

#### **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 annuitization start 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 the NYSE (4:00pm Eastern time unless the NYSE closes earlier), 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 (4:00pm Eastern time unless the NYSE closes earlier), 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 (4:00pm Eastern time unless the NYSE closes earlier), 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 (4:00pm Eastern time unless the NYSE closes earlier), we will process your surrender using the accumulation unit value we calculate on the next valuation date after we received your surrender request.

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.

We may ask you to return the contract. You may have to pay a contract administrative charge or surrender charges (see “Charges”) and federal income taxes and penalties. State and local income taxes may also apply. (see “Taxes”) You cannot make surrenders after the annuitization start date except if you elect an annuity payout plan with guaranteed payouts.

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.

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 automatically surrender money from all your subaccounts or the Special DCA fixed account in the same proportion as your value in each account correlates to your total contract value, unless requested otherwise. The minimum contract value after partial surrender is \$500.

## 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 wire or other form of electronic payment

- request that payment be wired 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.

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.

## Qualified Contracts

This contract can be purchased as a qualified annuity used to fund one of the following tax-deferred retirement plans (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 Internal Revenue Code of 1986 (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
- Custodial and investment only accounts maintained for qualified retirement plans under Section 401(a) of the Code, including investment only pooled defined benefit plans
- Tax-Sheltered Annuities (TSAs) under section 403(b) of the Code

## 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; or
  - you are a qualifying military reservist.

- 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.

## Considerations for investment only pooled defined benefit plans under Section 401(a) of the Code

RiverSource Life of NY is the issuer of the Contract; it is not the plan administrator. It is the responsibility of the plan administrator to:

- Track individual participants and their portion of the plan.
- Perform or provide any plan recordkeeping services with respect to the qualified plan.

Below are key considerations to understand when using an annuity with a pooled defined benefit plan:

### Liquidity Risk

It is important to consider any liquidity needs of the plan when determining the amount that is invested into an annuity. The plan sponsor is responsible to ensure they have enough funds for the participant benefit payments. If you surrender all or part of the contract, a surrender charge may be deducted from the withdrawal amount. Any amount needed above the total free amount will be subject to a surrender charge. Loans are not available for defined benefit qualified annuities.

### Annuity Owner and Annuitant

For defined benefit qualified annuities, the owner must be the plan sponsor. The annuitant must be a person and needs to be designated when the contract is established. Important factors to consider:

- The annuitant’s age will be used for any annuity provision or benefit.
- The mortality and expense risk fee and the base contract death benefit may vary depending on the age of the annuitant.
- Changing the annuitant is not allowed even if the selected person is no longer associated with the plan.
- If the annuitant dies, the death benefit is payable, and any benefits will be paid to the plan.
- The Annuitization Start Date (ASD), is the date annuity payments are scheduled to begin based on the annuitant’s life. The ASD is the later of the annuitant’s 95th birthday or the contract’s 10-year anniversary. Currently, you can change the ASD up to a maximum age of 105.

### Fees and Expenses

- Mortality & Expense (M&E) fees – may vary by death benefit option, annuitant’s issue age and contract value.
- Subaccount management fees – vary by fund and do not apply to the Special DCA Fixed Account.
- Contract administrative charge – \$50 deducted from contract value on contract anniversary; waived on contract values of \$50,000 or more. We reserve the right to change the annual contract administrative charge after the first contract anniversary,
- Optional death benefits – for an additional fee, you may purchase an optional death benefit rider that can help protect or even grow the death benefit value.

### Required Minimum Distributions (RMDs)

It’s important to consider the following:

- It is the responsibility of the plan administrator to determine the amount, timing and source of RMDs for each participant in accordance with applicable laws and plan documents.
- Any RMD distributions will follow our standard processing rules for an individual. Surrender charges may apply if you withdraw more than the RMD calculated for this annuity contract based on the annuitant’s age.

## Changing the Annuitant

If you have a nonqualified annuity and are a natural person (excluding a revocable trust), you may change the annuitant or contingent annuitant if the request is made prior to the annuitization start date and while the existing annuitant or contingent annuitant is living. The change will become binding on us when we receive it. If you and the annuitant are not the same person and the annuitant dies before the annuitization start date, the owner becomes the annuitant unless a contingent annuitant has been previously selected. You may not change the annuitant if you have a qualified annuity or there is non-natural or revocable trust ownership.

## 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. 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.

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 a similar capacity, ownership of the contract may be transferred to the annuitant.

Please consider carefully whether or not you wish to change ownership of your annuity contract. If you elected any optional contract features or riders and any owner was not an owner before the change, all owners (including any prior owner who is still an owner after the ownership change) will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract.

The death benefit may change due to a change of ownership.

- If you elected the 5-Year MAV Death Benefit and if any owner is older than age 75 immediately following the ownership change, this rider will terminate and the Standard ROPP Death Benefit will apply. If all owners are age 75 or younger, the 5-Year MAV Death Benefit will continue.
- If you elected the MAV Death Benefit and if any owner is older than age 79 immediately following the ownership change, this rider will terminate and the Standard ROPP Death Benefit will apply. If all owners are age 79 or younger, the MAV Death Benefit will continue.
- The Standard ROPP Death Benefit, MAV Death Benefit and 5-Year MAV Death Benefit values may be reset (see “Benefits in the Case of Death”).
- If the owner is in a different age band or the death benefit that applies to your contract changes due to an ownership change, the mortality and expense risk fee may change as well (see “Charges — Mortality and Expense Risk Fee”).

## 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   |
|---|--|-------------|-------------|--|
| <b>Standard Benefits (no additional charge)</b> |  |             |             |  |
| <b>Dollar Cost Averaging</b>                    | Allows the systematic transfer of a specified dollar amount among the subaccounts                                  | N/A         | N/A         | <ul style="list-style-type: none"> <li>• Transfers not available to the Special DCA fixed account</li> </ul>   |
| <b>Special Dollar Cost Averaging (SDCA)</b>     | 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"> <li>• Must be funded with a purchase payment, not transferred contract value</li> <li>• Only 6-month and 12-month options are available</li> <li>• Transfers occur on a monthly basis and the first monthly transfer occurs one day after we receive your purchase payment</li> <li>• You may not use the Special DCA fixed account as a destination for the Special DCA monthly transfer.</li> </ul>   |
| <b>Asset Rebalancing</b>                        | 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"> <li>• You must have \$2,000 in Contract Value to participate.</li> <li>• We require 30 days notice for you to change or cancel the program</li> <li>• You can request rebalancing to be done either quarterly, semiannually or annually</li> </ul>  |
| <b>Income Guide</b>                             | Provides reporting and monitoring of withdrawals you take from your annuity  | N/A         | N/A         | <ul style="list-style-type: none"> <li>• Contract owners must be at least age 50 and no older than age 85</li> <li>• Available only if the servicing broker-dealer on your contract is Ameriprise Financial Services, LLC</li> <li>• Not available if you are making substantially equal withdrawals</li> <li>• Not available if you have more than one systematic withdrawal program in place</li> <li>• Systematic withdrawals must be set up according to the all the terms of Income Guide</li> <li>• Your contract cannot have any loans</li> </ul> |

| Name of Benefit                             | Purpose   | Maximum Fee | Current Fee | Brief Description of Restrictions/ Limitations  |
|---|---|-------------|-------------|---|
| <b>Automated Partial Surrenders</b>         | Allows automated partial surrenders from the contract   | N/A         | N/A         | <ul style="list-style-type: none"> <li>• Additional systematic payments are not allowed with automated partial surrenders</li> <li>• May result in income taxes and IRS penalty on all or a portion of the amounts surrendered</li> </ul>   |
| <b>Hospital or Nursing Home Confinement</b> | Allows you to withdraw contract value without a surrender charge  | N/A         | N/A         | <ul style="list-style-type: none"> <li>• You must be confined to a hospital or nursing home for the prior 60 days or confinement began within 30 days following a 60 day confinement period</li> <li>• You must be under age 76 on the contract application date and confinement must start after the contract issue date</li> <li>• Must receive your surrender request and written proof of confinement within 91 days after your release from the hospital or nursing home. If it is not reasonably possible to provide proof within such time, unless you are legally incapacitated, We must receive it as soon as possible and no later than one year after the 91 Day period has expired.</li> <li>• Amount withdrawn must be paid directly to you</li> </ul> |
| <b>Terminal Illness Diagnosis</b>           | Allows you to withdraw contract value without a surrender charge  | N/A         | N/A         | <ul style="list-style-type: none"> <li>• Terminal Illness diagnosis must occur after the contract is issued</li> <li>• Must be terminally ill and not expected to live more than 12 months</li> <li>• Amount withdrawn must be after the first contract anniversary and must be paid directly to you</li> </ul>   |
| <b>Standard ROPP Death Benefit</b>          | Provides a guaranteed death benefit equal to the greater of the Return of Purchase Payment Value (ROPP) or Contract Value | N/A         | N/A         | <ul style="list-style-type: none"> <li>• 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</li> <li>• Annuitizing the Contract terminates the benefit</li> </ul>  |

| Name of Benefit                     | Purpose   | Maximum Fee                                   | Current Fee | Brief Description of Restrictions/ Limitations   |
|-------------------------------------|---|---|-------------|--|
| <b>Contract Value Death Benefit</b> | Provides a minimum death benefit equal to the Contract Value  | N/A   | N/A         | <ul style="list-style-type: none"> <li>• Annuitizing the Contract terminates the benefit</li> <li>• Only available for non-qualified contracts</li> </ul>  |
| <b>Optional Benefits</b>            |   |   |             |  |
| <b>MAV Death Benefit</b>            | Increases the guaranteed death benefit to the highest anniversary contract value, adjusted for any partial surrenders     | 0.25% of average daily variable account value | 0.25%       | <ul style="list-style-type: none"> <li>• Available to owners age 79 and younger</li> <li>• Must be elected at contract issue</li> <li>• Not available with Contract Value Death Benefit</li> <li>• No longer eligible to increase on any contract anniversary on/after your 81st birthday.</li> <li>• 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.</li> <li>• Annuitizing the Contract terminates the benefit</li> </ul> |
| <b>5-year MAV Death Benefit</b>     | Increases the guaranteed death benefit to the highest 5th anniversary contract value, adjusted for any partial surrenders | 0.10% of average daily variable account value | 0.10%       | <ul style="list-style-type: none"> <li>• Available to owners age 75 and younger</li> <li>• Must be elected at contract issue</li> <li>• Not available with Contract Value Death Benefit</li> <li>• No longer eligible to increase on any contract anniversary on/after your 81st birthday</li> <li>• 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</li> <li>• Annuitizing the Contract terminates the benefit</li> </ul>   |

## Benefits in Case of Death

We will pay the death benefit to your beneficiary upon your death if you die before the annuitization start date and the contract value is greater than zero. If a contract has more than one person as the owner, we will pay benefits upon the first to die of any owner. If the joint owners are spouses, the surviving spouse will be treated as the sole primary beneficiary. Further, a spousal joint owner may have the right to continue the contract in force upon your death (See Spousal continuation).

All contracts include a Standard Return of Purchase Payment (ROPP) Death Benefit; however, non-qualified contracts can elect to opt out of the Standard ROPP Death Benefit and instead receive the Contract Value Death Benefit for a reduced mortality and expense risk charge. If you select the Contract Value Death Benefit, your beneficiary will only receive the contract value which is impacted by investment performance and charges. You will not have a guaranteed return of purchase payments at death.

If you have the Standard ROPP Death Benefit and if you die prior to the annuitization start date, we will pay the beneficiary the greater of the following amounts:

- the Contract Value, as of the day we receive due proof of death; or
- ROPP value, which is explained below.

If you have a non-qualified contract and elect the Contract Value Death Benefit and if you die prior to the annuitization start date, we will pay the beneficiary the Contract Value, as of the day we receive due proof of death.

**Here are some terms that are used to describe the Standard ROPP Death Benefit and optional death benefits:**

**ROPP Value:** is the initial purchase payment on the contract issue date. Additional purchase payments will be added to the ROPP value. Adjusted partial surrenders will be subtracted from the ROPP value.

$$\text{Adjusted partial surrenders} = \frac{a \times b}{c}$$

- a = the amount your contract value is reduced by the partial surrender.
- b = the applicable ROPP value, MAV value or 5-year MAV value on the date of (but prior to) the partial surrender.
- c = the contract value on the date of (but prior to) the partial surrender.

If you take a partial surrender, the applicable ROPP, MAV, or 5-year MAV value will be reduced proportionally based on the percentage of contract value that is withdrawn. This means that if the contract value is higher than the ROPP, MAV, or 5-year MAV value at the time of a partial surrender, then the ROPP, MAV, or 5-year MAV Value is reduced by an amount that is less than the dollar amount withdrawn. Conversely, if the contract value is lower than the ROPP, MAV, or 5-year MAV value at the time of a partial surrender, then the ROPP, MAV, or 5-year MAV value is reduced by an amount that is more than the dollar amount withdrawn.

**Covered Life Change:** is either continuation of the contract by a spouse under the spousal continuation provision, or an ownership change where any owner after the ownership change was not an owner prior to the change. For a spouse who continues the contract, we set the ROPP value to the contract value on the date of the continuation after any increase to the contract value due to the death benefit that would otherwise have been paid. After a covered life change other than for the spouse who continues the contract, we reset the ROPP value on the valuation date we receive your written request for the ownership change to the contract value if that amount is less.

**Example of Standard ROPP Death Benefit calculation:**

- 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:                     | -1,667            |
| <u>\$1,500 × \$20,000</u>   | <u>          </u> |
| =   |                   |
| \$18,000  |                   |
| for a death benefit of:   | <u>\$18,333</u>   |
| since this is greater than your contract value of \$16,500            |                   |

**If You Die Before the Annuitization Start Date**

When paying the beneficiary, we will process the death claim on the valuation date our death claim requirements are fulfilled. We will determine the contract’s value using the accumulation unit value we calculate on that valuation date. We will mail payment to the beneficiary within seven days after our death claim requirements are fulfilled. Death claim requirements generally include due proof of death and will be detailed in the claim materials we send upon notification of death.



When paying multiple beneficiaries, we will process the death claim of each beneficiary on the valuation date when a beneficiary provides us with complete death claim requirements. We will determine a beneficiary's proceeds using the accumulation unit value we calculate on that valuation date. The remaining contract value remains invested as was specified at time of death.

If the death benefit is not paid within seven Days of receipt of due proof of death, interest shall accrue and be payable from the eighth Day following the date that due proof of death is received by Us. Interest shall accrue at the rate or rates applicable to the contract for funds left on deposit with Us.

If the death benefit is not paid within 30 Days of receipt of due proof of death, we will pay additional interest at a rate of 10% annually beginning on the 31st Day.

### **Nonqualified annuities**

**Spousal continuation:** If your spouse is sole primary beneficiary and you die before the annuitization start 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, on the date our death claim requirements are fulfilled, give us written instructions to continue the contract as owner. Your spouse may not make additional purchase payments.

There will be no surrender charges on the contract from that point forward. If you elected any optional contract features or riders, your spouse will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract and the values may be reset (see "Optional Death Benefits" and "Benefits in the Case of Death"). In addition, the age band used to determine the mortality and expense risk fee may change depending on the attained age of the spouse (see "Charges — Mortality and Expense Risk Fee").

If your beneficiary is not your spouse, or your spouse does not elect spousal continuation, we will pay the beneficiary in a single 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 primary beneficiary, your spouse may either elect to treat the contract as his/her own (spousal continuation), so long as he or she is eligible to do so or elect an annuity payout plan or another plan agreed to by us. If your spouse elects a payout option, the payouts must begin no later than the year in which you would have reached age 72. If you attained age 72 at the time of death, payouts must begin no later than Dec. 31 of the year following the year of your death. Your spouse may elect to assume ownership of the contract with the contract value equal to the death benefit that would otherwise have been paid (). To do this your spouse must, on the date our death claim requirements are fulfilled, give us written instructions to continue the contract as owner. There will be no surrender charges on the contract from that point forward. If you elected any optional contract features or riders, your spouse will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract and the values may be reset (see "Optional Death Benefits" and "Benefits in the Case of Death"). In addition, the age band used to determine the mortality and expense risk fee may change depending on the attained age of the spouse (see "Charges — Mortality and Expense Risk Fee").

If you purchased this contract as an inherited IRA and your spouse is the sole beneficiary, he or she can elect to continue this contract as an inherited IRA. Your spouse must follow the schedule of minimum surrenders established based on your life expectancy and must withdraw his or her entire inherited interest by December 31 of the 10<sup>th</sup> year following your date of death.

If you purchased this contract as an inherited IRA and your spouse is not the sole beneficiary, he or she can elect an alternative payment plan for his or her share of the death benefit and all optional death benefits will terminate. Your spouse beneficiary must submit the applicable investment options form. No additional purchase payments will be accepted. The death benefit payable on the death of the spouse beneficiary is the contract value and the mortality and expense risk fee will be reset based on the spouse's attained age. Your spouse must follow the schedule of minimum surrenders established based on your life expectancy and must withdraw his or her entire inherited interest by December 31 of the 10<sup>th</sup> year following your date of death.

**Non-spouse beneficiary:** If you have not elected an annuity payout plan, the beneficiary is required to withdraw his or her entire inherited interest by December 31 of the 10<sup>th</sup> 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, as defined by the Code. 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;
- a lawful child of the owner under the age of 21 (remaining amount must be withdrawn by the earlier of the end of the year the minor turns 31 or end of the 10<sup>th</sup> 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 10<sup>th</sup> 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 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 contract value (however, the morality and expense risk charge is still based on the standard ROPP death benefit). The age band will be reset to reflect the age of the new owner on the date of the Covered Life Change and the size band will be reset based on the beneficiary’s portion of the death benefit proceeds, which may affect the mortality and expense risk fee charge.

## If You Die After the Annuitization Start Date

If you die after the annuitization start date, the amount payable to your beneficiary, if any, will depend on the annuity payment plan elected, subject to adjustment in order to comply with the IRS rules and regulations.

**Death of the owner:** If the owner is the annuitant and dies after the annuitization start date, payments cease for lifetime only payment plans. Payments continue to the owner’s beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving joint annuitant, if any.

If the owner is not the annuitant and dies after the annuitization start date, payments continue to the beneficiaries according to the payment plan in effect.

**Death of the annuitant or of a beneficiary receiving payments under an annuity payment plan:** If the owner is not the annuitant and the annuitant dies after the annuitization start date, payments cease for lifetime payment plans. Payments continue to the owner for the remainder of any guarantee period or for the lifetime of a surviving joint annuitant, if any.

If a beneficiary elects an annuity payment plan as provided under the payment options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as provided under the change of beneficiary provision for the remainder of any guarantee period. (See “Annuity Payout Plans”)

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

## 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. 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

In addition to the Standard ROPP Death Benefit, we also offer the following optional death benefits:

- MAV Death Benefit; or
- 5-Year MAV Death Benefit.

The optional death benefits listed above must be elected at the time you purchase your contract. Once you elect a death benefit, you cannot change it; however, the death benefit that applies to your contract may change due to an ownership change (see “Changing Ownership”) or continuation of the contract by the spouse under the spousal continuation provision. You cannot elect an optional death benefit if you have elected the Contract Value Death Benefit.

The death benefit determines the mortality and risk expense fee that is assessed against the subaccounts. We will base the benefit paid on the death benefit coverage in effect on the date of your death.

**If you are age 75 or younger at contract issue and did not opt out of the Standard ROPP Death Benefit, you may select MAV Death Benefit or 5-Year MAV Death Benefit. If you are between ages 76-79 at contract issue and did not opt out of the Standard ROPP Death Benefit, you may only select the MAV Death Benefit. The death benefits do not provide any additional benefit before the first contract anniversary and may not be appropriate for certain older issue ages because the benefit values may be limited after age 80. Be sure to discuss with your financial advisor whether or not these death benefits are appropriate for your situation.**

### Maximum Anniversary Value (MAV) Death Benefit

The MAV Death Benefit provides that if you die while the contract is in force and before the annuitization start date, the death benefit will be the greatest of these values:

1. the contract value;
2. the ROPP value; or
3. the MAV.

The MAV equals the ROPP value prior to the first contract anniversary. Every contract anniversary prior to the earlier of your 81st birthday or your death, we compare the MAV to the current contract value and we reset the MAV to the higher amount. The MAV is increased by any additional purchase payments and reduced by adjusted partial surrenders as described above in the “Benefits in Case of Death” section.

For a spouse who is age 79 or younger and continues the contract, we reset the MAV to the contract value on the date of the continuation after any increase to the contract value due to the death benefit that would otherwise have been paid. If your spouse is age 80 or older when the contract is continued, the MAV death benefit will terminate and the Standard ROPP Death Benefit will apply.

After a covered life change other than for a spouse who continues the contract, if all owners are age 79 or younger, we reset the MAV on the valuation date we receive your request for the ownership change to the lesser of these two values:

- (a) the contract value, or

(b) the MAV on that date, but prior to the reset.

If any owner is age 80 or older at the time of the covered life change, the MAV death benefit will terminate and the Standard ROPP Death Benefit will apply.

You cannot elect the optional MAV Death Benefit if you have elected the Contract Value Death Benefit.

For an example, please see Appendix C.

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

The 5-year MAV Death Benefit provides that if you die while the contract is in force and before the annuitization start date, the death benefit will be the greatest of these values:

1. the contract value;
2. the ROPP value; or
3. the 5-year MAV.

The 5-year MAV equals the ROPP value prior to the fifth contract anniversary. Every fifth contract anniversary prior to the earlier of your 81st birthday or your death, we compare the 5-year MAV to the current contract value and we reset the 5-Year MAV to the higher amount. The 5-year MAV is increased by any additional purchase payments and reduced by adjusted partial surrenders as described above in the “Benefits in Case of Death” section.

For a spouse who is age 75 or younger and continues the contract, we reset the 5-Year MAV to the contract value on the date of the continuation after any increase to the contract value due to the death benefit that would otherwise have been paid. If your spouse is age 76 or older when the contract was continued, the 5-year MAV death benefit will terminate and the Standard ROPP Death Benefit will apply.

After a covered life change other than for a spouse who continues the contract, if all owners are age 75 or younger, we reset the 5-Year MAV on the valuation date we receive your request for the ownership change to the lesser of these two values:

- (a) the contract value, or
- (b) the 5-Year MAV on that date, but prior to the reset.

If any owner is age 76 or older at the time of the covered life change, the 5-year MAV death benefit will terminate and the Standard ROPP Death Benefit will apply.

You cannot elect the optional 5-Year MAV Death Benefit if you have elected the Contract Value Death Benefit.

For an example, please see Appendix C.

## 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 on the annuitization start date. You 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.

We do not deduct surrender charges upon annuitization 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. If you do not make an election, annuity payouts will be a combination of fixed and variable based on the proportion of your contract value allocated to the fixed account and variable account at the time payouts begin. The amount available to purchase payouts under the plan you select is the contract value on your annuitization start date (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 Special DCA fixed account is 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, sex;
- the annuity table in the contract; and
- the amounts you allocated to the accounts on the annuitization start date.

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 annuitant's age and, when applicable, the annuitant's sex. (Where required by law, we will use a unisex table of annuity payout rates.)

Table A shows the amount of the first monthly variable payout for each \$1,000 of contract value and the assumed investment return. If the base mortality and expense risk fee is less than or equal to 1.50%, you can choose either a 3.5% or a 5% assumed investment return. If the mortality and expense risk base fee is greater than 1.50%, you must choose a 3.5% assumed investment return. The assumed investment return 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 return and payouts will decrease if the return is below the assumed investment return. Using the 5% assumed interest return results in a higher initial payout, 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. We declare current payout rates that we use in determining the actual amount of your fixed annuity 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 annuitization start 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 income with guaranteed period:** 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 in the event if the annuitant dies before the elected period expires. We calculate the guaranteed payout period from the annuitization start 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.

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 annuitization amount (less any annuity payments made and any 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 payments. 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 payments 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. 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.

**Annuity payout plan requirements for qualified annuities:** If your contract is a qualified annuity, 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 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 life expectancy of you and your designated beneficiary.

You must select a payout plan as of the annuitization start date set forth in your contract.

**If we do not receive instructions:** You must give us written instructions for the annuity payouts at least 30 days before the annuitization start date. If you do not, we will make payouts under Plan B, with 120 monthly payouts guaranteed, unless the Code requires otherwise.

**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 amount that would otherwise have been applied to a plan 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 the annuitization start date, 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, 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 provide us with a statement of how many exemptions to use in calculating the withholding. 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.

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 Annuitization Start 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:** 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 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, 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, 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 72. 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, 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 provide us with a statement of how many exemptions to use in calculating the withholding. If the distribution is any other type of payment (such as a partial or full surrender) we compute federal income tax withholding using 10% of the taxable portion.

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:** 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 an optional 10% 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); or
- if the distribution is made from an inherited IRA.

**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. 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 Annuitization Start 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

**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 of NY'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

- 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, some of these plans pay selling firms a commission of up to 7.50% 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.

### Service Providers

Our Service Center performs certain administrative services on the contracts and policies we issue. The address and telephone number of our Service Center are listed on the first page of the prospectus. We also have entered into agreements with certain entities to provide the identified services in connection with the contracts and policies we issue. The entities engaged by RiverSource Life of NY may change over time. Entities that provided services to RiverSource Life of NY in 2020 are listed in the table below.

| Name of Service Provider           | Services Provided   | Address  |
|------------------------------------|---|--|
| Ameriprise Financial, Inc.         | Business affairs management and administrative support related to new business and servicing of existing contracts and policies | 707 Second Avenue South Minneapolis MN 55402 USA |
| RiverSource Life Insurance Company | Business affairs management and administrative support related to new business and servicing of existing contracts and policies | 707 Second Avenue South Minneapolis MN 55402 USA |

## Issuer

We issue the contracts. We are a stock life insurance company organized in 1972 under the laws of the state of New York and are located at 20 Madison Avenue Extension, Albany, New York 12203. Our mailing address is P.O. Box 5144, Albany, New York 12205. We are a wholly-owned subsidiary of RiverSource Life Insurance Company, which is a wholly-owned subsidiary of Ameriprise Financial, Inc.

We conduct a conventional life insurance business. Our primary products currently include fixed and variable annuity contracts and life insurance policies.

## Legal Proceedings

RiverSource Life of NY (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 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 AFS and RiverSource Distributors, Inc. receive requests for information from, and/or are subject to examinations 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 financial condition, results of operations or liquidity.

## Financial Statements

The financial statements for the RiverSource of New York Variable Annuity Account, as well as the consolidated financial statements of the RiverSource Life of NY, are in the Statement of Additional Information. A current Statement of Additional Information may be obtained, without charge, by calling us at 1-800-862-7919, or can be found online at **[www.ameriprise.com/variableannuities](http://www.ameriprise.com/variableannuities)**.

## 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](http://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](mailto:riversource.annuityservice@ampf.com).

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   | Average Annual Total Returns<br>(as of 12/31/2021) |         |         |
|--|--|--------------------|--|---------|---------|
|  |  |                    | 1 Year   | 5 Year  | 10 Year |
| Seeks long-term growth of capital.   | AB VPS Growth and Income Portfolio (Class B)<br><i>AllianceBernstein L.P.</i>  | 0.84% <sup>1</sup> | 27.84%   | 12.58%  | 13.39%  |
| Seeks long-term growth of capital.   | AB VPS Large Cap Growth Portfolio (Class B)<br><i>AllianceBernstein L.P.</i>   | 0.90%              | 28.65%   | 25.78%  | 20.52%  |
| Seeks long-term growth of capital.   | AB VPS Sustainable Global Thematic Portfolio (Class B)<br><i>AllianceBernstein L.P.</i>  | 1.13% <sup>1</sup> | 22.57%   | 22.11%  | 14.95%  |
| Seeks long-term capital appreciation.  | Allspring VT Small Cap Growth Fund - Class 2<br><i>Allspring Funds Management, LLC, adviser; Allspring Global Investments, LLC, sub-adviser.</i> | 1.17%              | 7.64%  | 22.00%  | 16.23%  |
| 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<br><i>ALPS Advisors, Inc.</i>  | 1.30% <sup>1</sup> | 37.77%   | (0.04%) | -       |
| Seeks capital growth.  | American Century VP International, Class II<br><i>American Century Investment Management, Inc.</i>   | 1.14% <sup>1</sup> | 8.60%  | 14.16%  | 9.89%   |
| Seeks long-term capital growth. Income is a secondary objective.   | American Century VP Mid Cap Value, Class II<br><i>American Century Investment Management, Inc.</i>   | 0.90% <sup>1</sup> | 23.02%   | 9.25%   | 12.67%  |
| Seeks long-term capital growth. Income is a secondary objective.   | American Century VP Value, Class II<br><i>American Century Investment Management, Inc.</i>   | 0.88% <sup>1</sup> | 24.28%   | 9.39%   | 11.88%  |
| Seeks long-term growth of capital.   | BlackRock Advantage SMID Cap V.I. Fund (Class III)<br><i>BlackRock Advisors, LLC</i>   | 0.80% <sup>1</sup> | 13.35%   | 13.14%  | 13.69%  |
| Seeks high total investment return.  | BlackRock Global Allocation V.I. Fund (Class III)<br><i>BlackRock Advisors, LLC, adviser; BlackRock (Singapore) Limited, sub-adviser.</i>        | 1.00% <sup>1</sup> | 6.42%  | 9.71%   | 7.68%   |

| Investment Objective   | Fund and Adviser/Sub-Adviser   | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|--|--|--------------------|--|--------|---------|
|  |  |                    | 1 Year   | 5 Year | 10 Year |
| Seeks long-term capital appreciation.  | BNY Mellon Sustainable U.S. Equity Portfolio, Inc. - Service Shares<br><i>BNY Mellon Investment Adviser, Inc., adviser; Newton Investment Management Limited, sub-adviser.</i> | 0.92%              | 26.68%   | 18.20% | 15.30%  |
| Seeks investment results that correspond to the total return performance of common stocks as represented by the MSCI EAFE Index.   | Calvert VP EAFE International Index Portfolio - Class F<br><i>Calvert Research and Management</i>  | 0.68% <sup>1</sup> | 10.66%   | 9.08%  | 7.18%   |
| Seeks investment results that correspond to the investment performance of U.S. common stocks, as represented by the NASDAQ 100 Index.  | Calvert VP Nasdaq 100 Index Portfolio - Class F<br><i>Calvert Research and Management, adviser; Ameritas Investment Partners, Inc, subadviser.</i>                             | 0.73% <sup>1</sup> | 26.55%   | 27.68% | 22.26%  |
| Seeks investment results that correspond to the investment performance of U.S. common stocks, as represented by the Russell 2000 <sup>®</sup> Index.                               | Calvert VP Russell 2000 <sup>®</sup> Small Cap Index Portfolio - Class F<br><i>Calvert Research and Management, adviser; Ameritas Investment Partners, Inc, subadviser.</i>    | 0.59% <sup>1</sup> | 14.30%   | 11.46% | 12.45%  |
| 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 F<br><i>Calvert Research and Management</i>  | 0.88%              | 14.72%   | 12.07% | 10.18%  |
| Seeks maximum total investment return through a combination of capital growth and current income.  | Columbia Variable Portfolio - Balanced Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>   | 1.00%              | 17.47%   | 10.51% | 10.04%  |
| Seeks to provide shareholders with total return.   | Columbia Variable Portfolio - Commodity Strategy Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>   | 1.00% <sup>1</sup> | (1.55%)  | 0.80%  | -       |
| Seeks total return, consisting of long-term capital appreciation and current income.   | Columbia Variable Portfolio - Contrarian Core Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>  | 0.93% <sup>1</sup> | 22.00%   | 14.16% | -       |
| Seeks to provide shareholders with capital appreciation.   | Columbia Variable Portfolio - Disciplined Core Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>   | 0.92%              | 13.85%   | 12.75% | 12.91%  |

| Investment Objective   | Fund and Adviser/Sub-Adviser  | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|--|---|--------------------|--|--------|---------|
|  |   |                    | 1 Year   | 5 Year | 10 Year |
| 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 2)<br><i>Columbia Management Investment Advisers, LLC</i>    | 0.96% <sup>1</sup> | 0.90%  | 8.72%  | 8.27%   |
| 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)<br><i>Columbia Management Investment Advisers, LLC</i>   | 1.01%              | 7.16%  | 6.66%  | -       |
| Seeks to provide shareholders with long-term capital growth.   | Columbia Variable Portfolio - Emerging Markets Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>        | 1.37% <sup>1</sup> | 33.31%   | 16.09% | 5.72%   |
| Seeks to provide shareholders with high total return through income and growth of capital.   | Columbia Variable Portfolio - Global Strategic Income Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i> | 0.91% <sup>1</sup> | 4.59%  | 2.68%  | 0.99%   |
| Seeks to provide shareholders with maximum current income consistent with liquidity and stability of principal.  | Columbia Variable Portfolio - Government Money Market Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i> | 0.70% <sup>1</sup> | 0.24%  | 0.67%  | 0.34%   |
| 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 2)<br><i>Columbia Management Investment Advisers, LLC</i>         | 0.91% <sup>1</sup> | 6.31%  | 7.11%  | 6.40%   |
| Seeks to provide shareholders with a high total return through current income and capital appreciation.  | Columbia Variable Portfolio - Income Opportunities Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>    | 0.89% <sup>1</sup> | 5.67%  | 6.77%  | 6.16%   |
| 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 2)<br><i>Columbia Management Investment Advisers, LLC</i>       | 0.74%              | 12.28%   | 5.81%  | 4.53%   |
| Seeks to provide shareholders with long-term capital growth.   | Columbia Variable Portfolio - Large Cap Growth Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>        | 0.96%              | 34.41%   | 17.66% | 15.48%  |



| Investment Objective  | Fund and Adviser/Sub-Adviser  | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|---|---|--------------------|--|--------|---------|
|   |   |                    | 1 Year   | 5 Year | 10 Year |
| Seeks to provide shareholders with long-term capital appreciation.                                    | Columbia Variable Portfolio - Large Cap Index Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>             | 0.50%              | 17.74%   | 14.58% | 13.24%  |
| Seeks to provide shareholders with a level of current income consistent with preservation of capital. | Columbia Variable Portfolio - Limited Duration Credit Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>     | 0.70% <sup>1</sup> | 5.57%  | 3.99%  | 2.68%   |
| Seeks total return, consisting of current income and capital appreciation.                            | Columbia Variable Portfolio - Long Government/Credit Bond Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i> | 0.75%              | 17.07%   | 8.58%  | -       |
| Seeks to provide shareholders with capital appreciation.  | Columbia Variable Portfolio - Overseas Core Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>               | 1.03%              | 8.83%  | 6.19%  | 4.96%   |
| Seeks long-term capital appreciation.   | Columbia Variable Portfolio - Select Large Cap Equity Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>     | 0.91%              | 19.36%   | -      | -       |
| Seeks to provide shareholders with long-term growth of capital.                                       | Columbia Variable Portfolio - Select Large Cap Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>      | 0.93%              | 6.81%  | 11.29% | 11.15%  |
| Seeks to provide shareholders with growth of capital.   | Columbia Variable Portfolio - Select Mid Cap Growth Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>       | 1.09% <sup>1</sup> | 35.08%   | 16.72% | 11.67%  |
| Seeks to provide shareholders with long-term growth of capital.                                       | Columbia Variable Portfolio - Select Mid Cap Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>        | 1.08% <sup>1</sup> | 7.25%  | 9.44%  | 9.53%   |
| Seeks to provide shareholders with long-term capital growth.  | Columbia Variable Portfolio - Select Small Cap Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>      | 1.10% <sup>1</sup> | 8.92%  | 7.27%  | 8.76%   |
| Seeks to provide shareholders with long-term capital appreciation.                                    | Columbia Variable Portfolio - Seligman Global Technology Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>  | 1.23% <sup>1</sup> | 45.80%   | 27.14% | 19.13%  |
| Seeks long-term capital appreciation.   | Columbia Variable Portfolio - Small Cap Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>             | 1.22%              | 8.59%  | 10.22% | 8.19%   |
| Seeks total return, consisting of current income and capital appreciation.                            | Columbia Variable Portfolio - Strategic Income Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC</i>            | 0.93% <sup>1</sup> | 6.62%  | 6.16%  | 5.03%   |

| Investment Objective   | Fund and Adviser/Sub-Adviser  | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|--|---|--------------------|--|--------|---------|
|  |   |                    | 1 Year   | 5 Year | 10 Year |
| 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 2)<br><i>Columbia Management Investment Advisers, LLC</i>  | 0.70%              | 4.85%  | 3.66%  | 2.56%   |
| Seeks to provide shareholders with a high level of current income.   | CTIVP <sup>®</sup> - American Century Diversified Bond Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; American Century Investment Management, Inc., subadviser.</i>  | 0.74%              | 8.24%  | 4.81%  | 3.85%   |
| Non-diversified fund that seeks to provide shareholders with total return that exceeds the rate of inflation over the long term.     | CTIVP <sup>®</sup> - BlackRock Global Inflation-Protected Securities Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; BlackRock Financial Management, Inc., subadviser; BlackRock International Limited, sub-subadviser.</i> | 0.85% <sup>1</sup> | 8.97%  | 5.28%  | 4.22%   |
| Seeks to provide shareholders with current income and capital appreciation.  | CTIVP <sup>®</sup> - CenterSquare Real Estate Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; CenterSquare Investment Management LLC, subadviser.</i>   | 1.05%              | (5.18%)  | 4.52%  | 5.45%   |
| Seeks to provide shareholders with long-term capital growth.   | CTIVP <sup>®</sup> - MFS <sup>®</sup> Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Massachusetts Financial Services Company, subadviser.</i>   | 0.93% <sup>1</sup> | 3.33%  | 9.90%  | 10.60%  |
| Seeks to provide shareholders with long-term capital growth.   | CTIVP <sup>®</sup> - Morgan Stanley Advantage Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Morgan Stanley Investment Management Inc., subadviser.</i>  | 0.92%              | 75.49%   | 25.50% | 17.60%  |
| Seeks to provide shareholders with long-term capital growth.   | CTIVP <sup>®</sup> - Principal Blue Chip Growth Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Principal Global Investors, LLC, subadviser.</i>  | 0.93%              | 31.61%   | 18.72% | 15.61%  |
| Seeks to provide shareholders with long-term growth of capital and income.   | CTIVP <sup>®</sup> - T. Rowe Price Large Cap Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; T. Rowe Price Associates, Inc., subadviser.</i>  | 0.93%              | 2.47%  | 9.13%  | 8.83%   |
| Seeks to provide shareholders with total return through current income and capital appreciation.                                     | CTIVP <sup>®</sup> - TCW Core Plus Bond Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; TCW Investment Management Company LLC, subadviser.</i>  | 0.73%              | 8.67%  | 4.43%  | 3.15%   |
| Seeks to provide shareholders with long-term growth of capital.  | CTIVP <sup>®</sup> - Victory Sycamore Established Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Victory Capital Management Inc., subadviser.</i>  | 1.05%              | 7.80%  | 11.50% | 11.07%  |

| Investment Objective   | Fund and Adviser/Sub-Adviser  | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|--|---|--------------------|--|--------|---------|
|  |   |                    | 1 Year   | 5 Year | 10 Year |
| Seeks to provide shareholders with long-term capital growth. | CTIVP <sup>®</sup> - Westfield Mid Cap Growth Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Westfield Capital Management Company, L.P., subadviser.</i>   | 1.09%              | 27.18%   | 17.13% | 13.42%  |
| Seeks to provide total return.                               | Delaware Ivy VIP Asset Strategy, Class II<br><i>Ivy Investment Management Company</i>   | 0.87% <sup>1</sup> | 10.44%   | 11.36% | 8.01%   |
| Seeks high current income.                                   | Delaware VIP <sup>®</sup> Fund for Income Series - Service Class <sup>2</sup><br><i>Delaware Management Company, adviser; Macquarie Investment Management Global Limited, Macquarie Investment Management Austria Kapitalanlage AG and Macquarie Investment Management Europe Limited, subadvisers.</i>   | 0.74% <sup>1</sup> | -  | -      | -       |
| Seeks long-term capital growth.                              | Delaware VIP <sup>®</sup> International Series - Service Class<br><i>Delaware Management Company, adviser; Macquarie Funds Management HK Ltd., Macquarie Investment Management Global Limited, subadvisers.</i>   | 1.16% <sup>1</sup> | 6.59%  | 10.49% | 7.83%   |
| Seeks capital appreciation.                                  | DWS Alternative Asset Allocation VIP, Class B <sup>3</sup><br><i>DWS Investment Management Americas Inc., adviser; RREEF America L.L.C., subadvisor.</i>  | 1.26%              | 12.35%   | 5.59%  | 3.89%   |
| Seeks high level of current income.                          | Eaton Vance VT Floating-Rate Income Fund - Initial Class<br><i>Eaton Vance Management</i>   | 1.18%              | 3.63%  | 3.19%  | 3.53%   |
| Seeks long-term capital appreciation.                        | Fidelity <sup>®</sup> VIP Contrafund <sup>®</sup> Portfolio Service Class 2<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, subadvisers.</i>   | 0.85%              | 27.51%   | 19.87% | 16.35%  |
| Seeks capital appreciation.                                  | Fidelity <sup>®</sup> VIP Emerging Markets Portfolio Service Class 2<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, FIL Investment Advisers, FIL Investment Advisers (UK) Limited and FIL Investments (Japan) Limited, subadvisers.</i> | 1.16%              | (2.41%)  | 14.71% | 8.17%   |

| Investment Objective  | Fund and Adviser/Sub-Adviser  | Current Expenses | Average Annual Total Returns<br>(as of 12/31/2021) |         |         |
|---|---|------------------|--|---------|---------|
|   |   |                  | 1 Year   | 5 Year  | 10 Year |
| Seeks capital appreciation.   | Fidelity® VIP Energy Portfolio Service Class 2<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, subadvisers.</i>  | 0.90%            | 54.83%   | (3.55%) | 0.02%   |
| Seeks high total return through a combination of current income and capital appreciation. | Fidelity® VIP Growth & Income Portfolio Service Class 2<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, subadvisers.</i>   | 0.77%            | 25.64%   | 13.17%  | 13.79%  |
| Seeks to provide capital growth.  | Fidelity® VIP Growth Opportunities Portfolio Service Class 2<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, subadvisers.</i>  | 0.88%            | 11.68%   | 31.77%  | 22.64%  |
| Seeks capital appreciation.   | Fidelity® VIP International Capital Appreciation Portfolio Service Class 2<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, FIL Investment Advisers, FIL Investment Advisers (UK) Limited and FIL Investments (Japan) Limited, subadvisers.</i> | 1.07%            | 12.11%   | 16.56%  | 12.88%  |
| Seeks as high level of current income as is consistent with the preservation of capital.  | Fidelity® VIP Investment Grade Bond Portfolio Service Class 2<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, subadvisers.</i>   | 0.64%            | (0.90%)  | 4.08%   | 3.29%   |
| Seeks long-term growth of capital.  | Fidelity® VIP Mid Cap Portfolio Service Class<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, subadvisers.</i>   | 0.71%            | 25.51%   | 13.49%  | 13.17%  |

| Investment Objective  | Fund and Adviser/Sub-Adviser  | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|---|---|--------------------|--|--------|---------|
|   |   |                    | 1 Year   | 5 Year | 10 Year |
| Seeks a high level of current income and may also seek capital appreciation.  | Fidelity® VIP Strategic Income Portfolio Service Class 2<br><i>Fidelity Management &amp; Research Company (the Adviser) is the fund's manager. Fidelity Management &amp; Research Company (UK) Limited, Fidelity Management &amp; Research Company (Hong Kong) Limited, Fidelity Management &amp; Research Company (Japan) Limited, FIL Investment Advisers, FIL Investment Advisers (UK) Limited and FIL Investments (Japan) Limited, subadvisers.</i> | 0.91%              | 3.44%  | 5.11%  | 4.47%   |
| Seeks to maximize income while maintaining prospects for capital appreciation. Under normal market conditions, the fund invests in a diversified portfolio of debt and equity securities. | Franklin Income VIP Fund - Class 4<br><i>Franklin Advisers, Inc.</i>  | 0.82%              | 16.59%   | 7.34%  | 7.27%   |
| Seeks capital appreciation.   | Franklin Mutual Global Discovery VIP Fund - Class 4<br><i>Franklin Mutual Advisers, LLC</i>   | 1.33%              | 18.98%   | 6.32%  | 8.37%   |
| 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 4<br><i>Franklin Mutual Advisers, LLC</i>   | 1.01%              | 25.17%   | 9.82%  | 12.01%  |
| Seeks long-term growth of capital.  | Goldman Sachs VIT Multi-Strategy Alternatives Portfolio - Service Shares <sup>3</sup><br><i>Goldman Sachs Asset Management, L.P.</i>  | 1.25% <sup>1</sup> | 4.84%  | 3.61%  | -       |
| Seeks long-term growth of capital.  | Goldman Sachs VIT Small Cap Equity Insights Fund - Service Shares<br><i>Goldman Sachs Asset Management, L.P.</i>  | 1.06% <sup>1</sup> | 23.50%   | 11.06% | 12.65%  |
| Seeks total return with a low to moderate correlation to traditional financial market indices.  | Invesco V.I. Balanced-Risk Allocation Fund, Series II Shares<br><i>Invesco Advisers, Inc.</i>   | 1.13% <sup>1</sup> | 9.26%  | 7.18%  | 5.99%   |
| 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<br><i>Invesco Advisers, Inc.</i>   | 0.99%              | 33.04%   | 11.12% | 12.59%  |
| Seeks total return, comprised of current income and capital appreciation.   | Invesco V.I. Core Plus Bond Fund, Series II Shares<br><i>Invesco Advisers, Inc.</i>   | 0.87% <sup>1</sup> | (1.01%)  | 4.40%  | 4.52%   |

| Investment Objective  | Fund and Adviser/Sub-Adviser  | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|---|---|--------------------|--|--------|---------|
|   |   |                    | 1 Year   | 5 Year | 10 Year |
| Seeks capital appreciation.   | Invesco V.I. Global Fund, Series II Shares<br><i>Invesco Advisers, Inc.</i>   | 1.03%              | 15.17%   | 17.88% | 13.96%  |
| Seeks capital appreciation.   | Invesco V.I. Main Street Small Cap Fund®, Series II Shares<br><i>Invesco Advisers, Inc.</i>                                 | 1.09%              | 22.26%   | 13.46% | 14.40%  |
| Seeks long-term growth of capital.  | Invesco V.I. Technology Fund, Series II Shares<br><i>Invesco Advisers, Inc.</i>   | 1.23%              | 14.08%   | 24.71% | 17.19%  |
| Seeks long-term capital growth, consistent with preservation of capital and balanced by current income. | Janus Henderson Balanced Portfolio: Service Shares<br><i>Janus Henderson Investors US LLC</i>                               | 0.86%              | 16.91%   | 14.10% | 11.53%  |
| Seeks to obtain maximum total return, consistent with preservation of capital.                          | Janus Henderson Flexible Bond Portfolio: Service Shares<br><i>Janus Henderson Investors US LLC</i>                          | 0.82% <sup>1</sup> | (1.11%)  | 3.98%  | 3.43%   |
| Seeks long-term growth of capital.  | Janus Henderson Forty Portfolio: Service Shares<br><i>Janus Henderson Investors US LLC</i>                                  | 1.02%              | 22.60%   | 25.27% | 20.00%  |
| Seeks long-term growth of capital.  | Janus Henderson Global Technology and Innovation Portfolio: Service Shares<br><i>Janus Henderson Investors US LLC</i>       | 0.97%              | 17.75%   | 30.32% | 22.96%  |
| Seeks long-term growth of capital.  | Janus Henderson Overseas Portfolio: Service Shares<br><i>Janus Henderson Investors US LLC</i>                               | 1.12%              | 13.29%   | 13.08% | 5.98%   |
| The Portfolio seeks to provide high total return from a portfolio of selected equity securities.        | JPMorgan Insurance Trust U.S. Equity Portfolio - Class 2 Shares<br><i>J.P. Morgan Investment Management Inc.</i>            | 0.99%              | 29.01%   | 19.33% | 17.17%  |
| Seeks long-term capital appreciation.   | Lazard Retirement Emerging Markets Portfolio - Service Shares<br><i>Lazard Asset Management, LLC</i>                        | 1.38%              | 5.47%  | 5.07%  | 3.58%   |
| Seeks long-term capital appreciation.   | Lazard Retirement Global Dynamic Multi-Asset Portfolio - Service Shares <sup>4</sup><br><i>Lazard Asset Management, LLC</i> | 1.06% <sup>1</sup> | 11.94%   | 8.40%  | -       |
| Seeks high current income and the opportunity for capital appreciation to produce a high total return.  | Lord Abbett Series Fund Bond Debenture Portfolio - Class VC<br><i>Lord, Abbett &amp; Co LLC</i>                             | 0.89%              | 3.28%  | 5.66%  | 6.33%   |
| Seeks a high level of income consistent with preservation of capital.                                   | Lord Abbett Series Fund Short Duration Income Portfolio - Class VC<br><i>Lord, Abbett &amp; Co LLC</i>                      | 0.83%              | 0.63%  | 2.42%  | -       |
| Seeks total return.   | MFS® Global Real Estate Series - Service Class<br><i>Massachusetts Financial Services Company</i>                           | 1.17% <sup>1</sup> | 29.87%   | 12.71% | 11.91%  |
| Seeks capital appreciation.   | MFS® International Growth Series - Service Class<br><i>Massachusetts Financial Services Company</i>                         | 1.13% <sup>1</sup> | 8.99%  | 13.95% | 9.73%   |

| Investment Objective  | Fund and Adviser/Sub-Adviser   | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|---|--|--------------------|--|--------|---------|
|   |  |                    | 1 Year   | 5 Year | 10 Year |
|   | MFS <sup>®</sup> Research International Series - Service Class<br><i>Massachusetts Financial Services Company</i>  | 1.20% <sup>1</sup> | 11.27%   | 11.90% | 8.11%   |
| Seeks total return.   | MFS <sup>®</sup> Utilities Series - Service Class<br><i>Massachusetts Financial Services Company</i>   | 1.03% <sup>1</sup> | 13.82%   | 11.61% | 9.65%   |
| 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<br><i>Morgan Stanley Investment Management Inc.</i>  | 1.05% <sup>1</sup> | (11.19%)   | 36.85% | 20.11%  |
| Seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's environmental, social and governance (ESG) criteria. | Neuberger Berman AMT Sustainable Equity Portfolio (Class S)<br><i>Neuberger Berman Investment Advisers LLC</i>   | 1.16%              | 23.16%   | 15.43% | 14.11%  |
| Seeks long-term growth of capital and income generation.  | Neuberger Berman AMT U.S. Equity Index PutWrite Strategy Portfolio (Class S)<br><i>Neuberger Berman Investment Advisers LLC</i>  | 1.06% <sup>1</sup> | 17.94%   | 7.91%  | -       |
| Seeks maximum real return, consistent with preservation of real capital and prudent investment management.  | PIMCO VIT All Asset Portfolio, Advisor Class <sup>3</sup><br><i>Pacific Investment Management Company LLC (PIMCO)</i>  | 1.34% <sup>1</sup> | 16.04%   | 8.45%  | 5.91%   |
| Seeks maximum total return, consistent with preservation of capital and prudent investment management.  | PIMCO VIT Total Return Portfolio, Advisor Class<br><i>Pacific Investment Management Company LLC (PIMCO)</i>  | 0.75%              | (1.36%)  | 3.83%  | 3.33%   |
| Seeks capital appreciation.   | Putnam VT Global Health Care Fund - Class IB Shares<br><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>  | 0.99%              | 19.40%   | 15.70% | 15.92%  |
| Seeks capital growth. Current income is a secondary objective.  | Putnam VT International Value Fund - Class IB Shares<br><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> | 1.12%              | 14.94%   | 8.09%  | 7.01%   |

| Investment Objective  | Fund and Adviser/Sub-Adviser   | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|---|--|--------------------|--|--------|---------|
|   |  |                    | 1 Year   | 5 Year | 10 Year |
| Seeks capital growth and current income.  | Putnam VT Large Cap Value Fund - Class IB Shares<br><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>     | 0.81%              | 27.30%   | 13.81% | 14.11%  |
| Seeks long-term capital appreciation.   | Putnam VT Sustainable Future Fund - Class IB Shares<br><i>Putnam Investment Management, LLC. Though the investment advisor has retained the services of Putnam Investments Limited (PIL), PIL does not currently manage any assets.</i>                      | 0.99%              | 6.07%  | 17.24% | 15.92%  |
| Seeks long-term capital appreciation.   | Putnam VT Sustainable Leaders Fund - Class IB Shares<br><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> | 0.89%              | 23.56%   | 22.51% | 18.29%  |
| 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)<br><i>Van Eck Associates Corporation</i>  | 1.45% <sup>1</sup> | (14.01%)   | 9.25%  | -       |
| Seeks to provide a high level of total return that is consistent with an aggressive level of risk.  | Variable Portfolio - Aggressive Portfolio (Class 2) <sup>3</sup><br><i>Columbia Management Investment Advisers, LLC</i>  | 1.04%              | 14.99%   | 9.99%  | 8.41%   |
| Seeks to provide a high level of total return that is consistent with a conservative level of risk.   | Variable Portfolio - Conservative Portfolio (Class 2) <sup>3</sup><br><i>Columbia Management Investment Advisers, LLC</i>  | 0.89%              | 9.30%  | 5.47%  | 4.50%   |
| Pursues total return while seeking to manage the Fund's exposure to equity market volatility.   | Variable Portfolio - Managed Risk Fund (Class 2) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>   | 1.04%              | 7.79%  | -      | -       |
| Pursues total return while seeking to manage the Fund's exposure to equity market volatility.   | Variable Portfolio - Managed Risk U.S. Fund (Class 2) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>  | 0.99%              | 9.79%  | -      | -       |
| Pursues total return while seeking to manage the Fund's exposure to equity market volatility.   | Variable Portfolio - Managed Volatility Conservative Fund (Class 2) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>  | 0.95%              | 8.12%  | 5.56%  | -       |



| Investment Objective   | Fund and Adviser/Sub-Adviser   | Current Expenses | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|--|--|------------------|--|--------|---------|
|  |  |                  | 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 Conservative Growth Fund (Class 2) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>   | 0.98%            | 9.15%  | 6.44%  | -       |
| Pursues total return while seeking to manage the Fund's exposure to equity market volatility.  | Variable Portfolio - Managed Volatility Growth Fund (Class 2) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>  | 1.02%            | 11.30%   | 8.08%  | -       |
| Pursues total return while seeking to manage the Fund's exposure to equity market volatility.  | Variable Portfolio - Managed Volatility Moderate Growth Fund (Class 2) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>   | 0.98%            | 10.37%   | 7.38%  | -       |
| Seeks to provide a high level of total return that is consistent with a moderate level of risk.  | Variable Portfolio - Moderate Portfolio (Class 2) <sup>3</sup><br><i>Columbia Management Investment Advisers, LLC</i>  | 0.95%            | 12.86%   | 7.96%  | 6.61%   |
| 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) <sup>3</sup><br><i>Columbia Management Investment Advisers, LLC</i>   | 0.99%            | 14.03%   | 9.00%  | 7.51%   |
| 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) <sup>3</sup><br><i>Columbia Management Investment Advisers, LLC</i>   | 0.92%            | 11.00%   | 6.68%  | 5.54%   |
| Seeks to provide shareholders with a high level of current income while conserving the value of the investment for the longest period of time. | Variable Portfolio - Partners Core Bond Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; J.P. Morgan Investment Management Inc. and Allspring Global Investments, LLC, subadvisers.</i>   | 0.72%            | 7.97%  | 4.26%  | 3.54%   |
| Seeks to provide shareholders with long-term capital growth.   | Variable Portfolio - Partners Core Equity Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; J.P. Morgan Investment Management Inc. and T. Rowe Price Associates, Inc., subadvisers.</i>  | 0.93%            | 16.73%   | 12.22% | 10.54%  |
| Seeks to provide shareholders with long-term growth of capital.  | Variable Portfolio - Partners International Core Equity Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Schroder Investment Management North America Inc., subadviser; Schroder Investment Management North America Limited, sub-subadviser.</i> | 1.05%            | 10.96%   | 5.24%  | 4.28%   |

| Investment Objective  | Fund and Adviser/Sub-Adviser  | Current Expenses   | Average Annual Total Returns<br>(as of 12/31/2021) |        |         |
|---|---|--------------------|--|--------|---------|
|   |   |                    | 1 Year   | 5 Year | 10 Year |
| Seeks to provide shareholders with long-term capital growth.                                  | Variable Portfolio - Partners International Growth Fund (Class 2)<br><i>Columbia Management Investment Advisers LLC, adviser; William Blair Investment Management, LLC and Walter Scott &amp; Partners Limited, subadvisers.</i>                            | 1.12% <sup>1</sup> | 22.30%   | 8.80%  | 6.58%   |
| Seeks to provide shareholders with long-term capital growth.                                  | Variable Portfolio - Partners International Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Pzena Investment Management, LLC and Thompson, Siegel &amp; Walmsley LLC, subadvisers.</i>                                    | 1.09% <sup>1</sup> | (4.14%)  | 3.89%  | 1.50%   |
| Seeks to provide shareholders with long-term capital growth.                                  | Variable Portfolio - Partners Small Cap Growth Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Scout Investments, Inc. and Allspring Global Investments, LLC, subadvisers.</i>  | 1.10% <sup>1</sup> | 38.43%   | 14.96% | 11.30%  |
| Seeks to provide shareholders with long-term capital appreciation.                            | Variable Portfolio - Partners Small Cap Value Fund (Class 2)<br><i>Columbia Management Investment Advisers, LLC, adviser; Segall Bryant &amp; Hamill, LLC and William Blair Investment Management, LLC, subadvisers.</i>                                    | 1.11% <sup>1</sup> | 3.99%  | 7.52%  | 6.81%   |
| 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) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>   | 0.94%              | 5.87%  | -      | -       |
| Pursues total return while seeking to manage the Fund's exposure to equity market volatility. | Variable Portfolio - U.S. Flexible Growth Fund (Class 2) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>  | 0.93%              | 4.80%  | -      | -       |
| 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) <sup>3,4</sup><br><i>Columbia Management Investment Advisers, LLC</i>   | 0.93%              | 5.53%  | -      | -       |
| Seeks long-term capital appreciation.   | Wanger Acorn<br><i>Columbia Wanger Asset Management, LLC</i>  | 0.95%              | 24.23%   | 16.89% | 13.41%  |
| Seeks long-term capital appreciation.   | Wanger International<br><i>Columbia Wanger Asset Management, LLC</i>  | 1.20%              | 14.36%   | 9.90%  | 6.90%   |
| Seeks to maximize total return.   | Western Asset Variable Global High Yield Bond Portfolio - Class II<br><i>Legg Mason Partners Fund Adviser, LLC; Western Asset Management Company, LLC, Western Asset Management Company Limited &amp; Western Asset Management Pte. Ltd., sub-advisors.</i> | 1.07%              | 1.04%  | 5.10%  | 5.53%   |

<sup>1</sup> 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.

<sup>2</sup> The Fund's inception date is March 31, 2022 and no returns are available for 2021.

- <sup>3</sup> 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.
- <sup>4</sup> This Fund is managed in a way that is intended to minimize volatility of returns. See “Principal Risks of Investing in the Contract.”

## Appendix B: Example — Surrender Charge

We determine your surrender charge by multiplying the amount of purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage. We calculate the amount of purchase payments surrendered (PPS) as:

$$\text{PPS} = \text{PPSC} + \text{PPF}$$

$$\text{PPSC} = \text{purchase payments surrendered that could be subject to a surrender charge} \\ = (\text{PS} - \text{FA}) / (\text{CV} - \text{FA}) \times (\text{PP} - \text{PPF})$$

$$\text{PPF} = \text{purchase payments surrendered that are not subject to a surrender charge} \\ = \text{FA} - \text{contract earnings, but not less than zero}$$

$$\text{PP} = \text{purchase payments not previously surrendered (total purchase payments} - \text{PPS from all previous} \\ \text{surrenders)}$$

$$\text{PS} = \text{amount the contract value is reduced by the surrender}$$

$$\text{FA} = \text{total free amount} = \text{greater of contract earnings or 10\% of prior anniversary's contract value}$$

$$\text{CV} = \text{contract value prior to the surrender}$$

When determining the surrender charge, contract earnings are defined as the contract value, less purchase payments not previously surrendered. We determine current contract earnings by looking at the entire contract value, not the earnings of any particular subaccount or the Special DCA fixed account. If the contract value is less than purchase payments received and not previously surrendered, then contract earnings are zero.

The examples below show how the surrender charge for a full and partial surrender is calculated. Each example illustrates the amount of the surrender charge for both a contract that experiences gains and a contract that experiences losses, given the same set of assumptions.

### Full surrender charge calculation

This is an example of how we calculate the surrender charge on a contract with the following history:

#### Assumptions:

- We receive a single \$50,000 purchase payment;
- During the fourth contract year you surrender the contract for its total value. The surrender charge percentage in the fourth contract year is 6.00%; and
- You have made no prior surrenders.

#### We will look at two situations, one where the contract has a gain and another where there is a loss:

|   | <b>Contract<br/>with Gain</b> | <b>Contract<br/>with Loss</b> |
|---|-------------------------------|-------------------------------|
| Contract value just prior to surrender:   | \$60,000.00                   | \$40,000.00                   |
| Contract value on prior anniversary:  | 58,000.00                     | 42,000.00                     |
| <b>We calculate the surrender charge as follows:</b>  |                               |                               |
| <b>Step 1.</b> First, we determine the amount of earnings available in the contract at the time of surrender as:                |                               |                               |
| Contract value just prior to surrender (CV):  | 60,000.00                     | 40,000.00                     |
| Less purchase payments received and not previously surrendered (PP):  | <u>50,000.00</u>              | <u>50,000.00</u>              |
| Earnings in the contract (but not less than zero):  | 10,000.00                     | 0.00                          |
| <b>Step 2.</b> Next, we determine the total free amount (FA) available in the contract as the greatest of the following values: |                               |                               |
| Earnings in the contract:   | 10,000.00                     | 0.00                          |
| 10% of the prior anniversary's contract value:  | <u>5,800.00</u>               | <u>4,200.00</u>               |
| FA (but not less than zero):  | 10,000.00                     | 4,200.00                      |
| <b>Step 3.</b> Next we determine PPF, the amount by which the total free amount (FA) exceeds earnings.                          |                               |                               |
| Total free amount (FA):   | 10,000.00                     | 4,200.00                      |
| Less earnings in the contract:  | <u>10,000.00</u>              | <u>0.00</u>                   |
| PPF (but not less than zero):   | 0.00                          | 4,200.00                      |
| <b>Step 4.</b> Next we determine PS, the amount by which the contract value is reduced by the surrender.                        |                               |                               |

|     | <b>Contract with Gain</b> | <b>Contract with Loss</b> |
|-----|---------------------------|---------------------------|
| PS: | 60,000.00                 | 40,000.00                 |

**Step 5.** Now we can determine how much of the PP is being surrendered (PPS) as follows:

$$\begin{aligned} \text{PPS} &= \text{PPF} + \text{PPSC} \\ &= \text{PPF} + (\text{PS} - \text{FA}) / (\text{CV} - \text{FA}) * (\text{PP} - \text{PPF}) \end{aligned}$$

|                   |                  |                  |
|-------------------|------------------|------------------|
| PPF from Step 3 = | 0.00             | 4,200.00         |
| PS from Step 4 =  | 60,000.00        | 40,000.00        |
| CV from Step 1 =  | 60,000.00        | 40,000.00        |
| FA from Step 2 =  | 10,000.00        | 4,200.00         |
| PP from Step 1 =  | <u>50,000.00</u> | <u>50,000.00</u> |
| PPS =             | 50,000.00        | 50,000.00        |

**Step 6.** We then calculate the surrender charge as a percentage of PPS. Note that for a contract with a loss, PPS may be greater than the amount you request to surrender:

|   |              |                 |
|---|--------------|-----------------|
| PPS:  | 50,000.00    | 50,000.00       |
| less PPF:   | <u>0.00</u>  | <u>4,200.00</u> |
| PPSC = amount of PPS subject to a surrender charge: | 50,000.00    | 45,800.00       |
| multiplied by the surrender charge rate:            | <u>x6.0%</u> | <u>x6.0%</u>    |
| surrender charge:                                   | 3,000.00     | 2,748.00        |

**Step 7.** The dollar amount you will receive as a result of your full surrender is determined as:

|   |                    |                    |
|---|--------------------|--------------------|
| Contract value surrendered:                     | 60,000.00          | 40,000.00          |
| <b>Surrender charge:</b>                        | <b>(3,000.00)</b>  | <b>(2,748.00)</b>  |
| Contract charge (assessed upon full surrender): | <u>(50.00)</u>     | <u>(50.00)</u>     |
| <b>Net full surrender proceeds:</b>             | <b>\$56,950.00</b> | <b>\$37,202.00</b> |

#### **Partial surrender charge calculation:**

This is an example of how we calculate the surrender charge on a contract with the following history:

#### **Assumptions:**

- We receive a single \$50,000 purchase payment;
- During the fourth contract year you request a net partial surrender of \$15,000.00. The surrender charge percentage in the fourth contract year is 6.0%; and
- You have made no prior surrenders.

#### **We will look at two situations, one where the contract has a gain and another where there is a loss:**

|   | <b>Contract with Gain</b> | <b>Contract with Loss</b> |
|---|---------------------------|---------------------------|
| Contract value just prior to surrender: | \$60,000.00               | \$40,000.00               |
| Contract value on prior anniversary:    | 58,000.00                 | 42,000.00                 |

We determine the amount of contract value that must be surrendered in order for the net partial surrender proceeds to match the amount requested. We start with an estimate of the amount of contract value to surrender and calculate the resulting surrender charge and net partial surrender proceeds as illustrated below. We then adjust our estimate and repeat until we determine the amount of contract value to surrender that generates the desired net partial surrender proceeds.

#### **We calculate the surrender charge for each estimate as follows:**

**Step 1.** First, we determine the amount of earnings available in the contract at the time of surrender as:

|  |                  |                  |
|--|------------------|------------------|
| Contract value just prior to surrender (CV):                         | 60,000.00        | 40,000.00        |
| Less purchase payments received and not previously surrendered (PP): | <u>50,000.00</u> | <u>50,000.00</u> |
| Earnings in the contract (but not less than zero):                   | 10,000.00        | 0.00             |

**Step 2.** Next, we determine the total free amount (FA) available in the contract as the greatest of the following values:

|                           |           |      |
|---------------------------|-----------|------|
| Earnings in the contract: | 10,000.00 | 0.00 |
|---------------------------|-----------|------|

|  | <b>Contract<br/>with Gain</b> | <b>Contract<br/>with Loss</b> |
|--|-------------------------------|-------------------------------|
| 10% of the prior anniversary's contract value:   | 5,800.00                      | 4,200.00                      |
| FA (but not less than zero):   | 10,000.00                     | 4,200.00                      |
| <b>Step 3.</b> Next we determine PPF, the amount by which the total free amount (FA) exceeds earnings  |                               |                               |
| Total free amount (FA):  | 10,000.00                     | 4,200.00                      |
| Less earnings in the contract:   | <u>10,000.00</u>              | <u>0.00</u>                   |
| PPF (but not less than zero):  | 0.00                          | 4,200.00                      |
| <b>Step 4.</b> Next we determine PS, the amount by which the contract value is reduced by the surrender  |                               |                               |
| PS (determined by iterative process described above):  | 15,319.15                     | 15,897.93                     |
| <b>Step 5.</b> Now we can determine how much of the PP is being surrendered (PPS) as follows:  |                               |                               |
| <b>PPS = PPF + PPSC</b>  |                               |                               |
| <b>= PPF + (PS - FA) / (CV - FA) * (PP - PPF)</b>  |                               |                               |
| PPF from Step 3 =  | 0.00                          | 4,200.00                      |
| PS from Step 4 =   | 15,319.15                     | 15,897.93                     |
| CV from Step 1 =   | 60,000.00                     | 40,000.00                     |
| FA from Step 2 =   | 10,000.00                     | 4,200.00                      |
| PP from Step 1 =   | <u>50,000.00</u>              | <u>50,000.00</u>              |
| PPS =  | 5,319.15                      | 19,165.51                     |
| <b>Step 6.</b> We then calculate the surrender charge as a percentage of PPS. Note that for a contract with a loss, PPS may be greater than the amount you request to surrender: |                               |                               |
| PPS:   | 5,319.15                      | 19,165.51                     |
| less PPF:  | <u>0.00</u>                   | <u>4,200.00</u>               |
| PPSC = amount of PPS subject to a surrender charge:  | 5,319.15                      | 14,965.51                     |
| multiplied by the surrender charge rate:   | <u>×6.0%</u>                  | <u>×6.0%</u>                  |
| surrender charge:  | 319.15                        | 897.93                        |
| <b>Step 7.</b> The dollar amount you will receive as a result of your partial surrender is determined as:  |                               |                               |
| Contract value surrendered:  | 15,319.15                     | 15,897.93                     |
| <b>Surrender charge:</b>   | <u><b>(319.15)</b></u>        | <u><b>(897.93)</b></u>        |
| <b>Net partial surrender proceeds:</b>   | <b>\$15,000.00</b>            | <b>\$15,000.00</b>            |

## Appendix C: Example — Optional Death Benefits

The purpose of this appendix is to illustrate the operation of various optional death benefit riders.

In order to demonstrate these contract riders, an example 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 subaccountsSpecial DCA fixed account and the fees and charges that apply to your contract.

The examples of the optional death benefits in appendix include partial surrenders to illustrate the effect of partial surrenders on the particular benefit. These examples are intended to show how the optional death benefits operate, and do not take into account whether a particular optional death benefit is part of a qualified annuity. Qualified annuities are subject to RMDs at certain ages (see “Taxes — Qualified Annuities — Required Minimum Distributions”) which may require you to take partial surrenders from the contract. If you are considering the addition of certain death benefits to a qualified annuity, you should consult your tax advisor prior to making a purchase for an explanation of the potential tax implication to you.

### EXAMPLE — STANDARD ROPP DEATH BENEFIT

#### Assumptions:

- You purchase the contract with a payment of \$20,000; and
- on the first contract anniversary you make an additional purchase payment of \$5,000; and
- During the second contract year the contract value falls to \$22,000 and you take a \$1,500 (including surrender charge) partial surrender; and
- During the third contract year the contract value grows to \$23,000.

#### We calculate the Standard ROPP Death Benefit as follows:

|  |                    |
|--|--------------------|
| Contract value at death:                             | <u>\$23,000.00</u> |
| Purchase payments minus adjusted partial surrenders: |                    |
| Total purchase payments:                             | \$25,000.00        |
| minus adjusted partial surrenders, calculated as:    |                    |
| $\frac{\$1,500 \times \$25,000}{\$22,000} =$         | <u>-1,704.54</u>   |
| for a death benefit of:                              | <u>\$23,295.45</u> |

**The Standard ROPP Death Benefit, calculated as the greatest of these two values:** \$23,295.45

### EXAMPLE — MAV DEATH BENEFIT

#### Assumptions:

- You purchase the contract with a payment of \$25,000.
- On the first contract anniversary the contract value grows to \$26,000.
- During the second contract year the contract value falls to \$22,000, at which point you take a \$1,500 partial surrender (including surrender charge), leaving a contract value of \$20,500.

#### We calculate the MAV death benefit, which is based on the greater of three values, as follows:

|  |                    |
|--|--------------------|
| <b>1. Contract value at death:</b>                             | <u>\$20,500.00</u> |
| <b>2. Purchase payments minus adjusted partial surrenders:</b> |                    |
| Total purchase payments:                                       | \$25,000.00        |
| minus adjusted partial surrenders, calculated as:              |                    |
| $\frac{\$1,500 \times \$25,000}{\$22,000} =$                   | <u>-1,704.55</u>   |
| for a death benefit of:  | <u>\$23,295.45</u> |
| <b>3. The MAV immediately preceding the date of death:</b>     |                    |
| Greatest of your contract anniversary values:                  | \$26,000.00        |
| plus purchase payments made since the prior anniversary:       | +0.00              |
| minus adjusted partial surrenders, calculated as:              |                    |

|  |                    |
|--|--------------------|
| $\frac{\$1,500 \times \$26,000}{\$22,000} =$ | <u>-1,772.73</u>   |
| for a death benefit of:                      | <u>\$24,227.27</u> |

**The MAV Death Benefit, calculated as the greatest of these three values, which is the MAV:** \$24,227.27

**EXAMPLE — 5-YEAR MAV DEATH BENEFIT**

**Assumptions:**

- You purchase the contract with a payment of \$25,000.
- On the fifth contract anniversary the contract value grows to \$26,000.
- During the sixth contract year the contract value falls to \$22,000, at which point you take a \$1,500 partial surrender (including surrender charge), leaving a contract value at \$20,500.

**We calculate the 5-Year MAV death benefit, which is based on the greater of three values, as follows:**

|   |                    |
|---|--------------------|
| <b>1. Contract value at death:</b>                                | <u>\$20,500.00</u> |
| <b>2. Purchase payments minus adjusted partial surrenders:</b>    |                    |
| Total purchase payments:  | \$25,000.00        |
| minus adjusted partial surrenders, calculated as:                 |                    |
| $\frac{\$1,500 \times \$25,000}{\$22,000} =$                      | <u>-1,704.55</u>   |
| for a death benefit of:   | <u>\$23,295.45</u> |
| <b>3. The 5-Year MAV immediately preceding the date of death:</b> |                    |
| Greatest of your contract anniversary values:                     | \$26,000.00        |
| plus purchase payments made since the prior anniversary:          | +0.00              |
| minus adjusted partial surrenders, calculated as:                 |                    |
| $\frac{\$1,500 \times \$26,000}{\$22,000} =$                      | <u>-1,772.73</u>   |
| for a death benefit of:   | <u>\$24,227.27</u> |

**The 5-Year MAV Death Benefit, calculated as the greatest of these three values, which is the 5-Year MAV:** \$24,227.27



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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](http://riversource.com/annuities) or write to us at: 70100 Ameriprise Financial Center Minneapolis, MN 55474.



RiverSource Life Insurance Co. of New York  
20 Madison Avenue Extension  
Albany, NY 12203  
1-800-541-2251

PRO9112-12-A01(4/22)

Reports and other information about RiverSource Life of New York Variable Annuity Account 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](mailto:publicinfo@sec.gov).

EDGAR Contract Identifier: C000235285

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