

Specimen Policy

RiverSource® Term life insurance 15- and 20-Year

RiverSource Life Insurance Company
70100 Ameriprise Financial Center
Minneapolis MN 55474



Term to Age 95 Life Insurance Policy

- Proceeds are payable at the insured's death prior to the Expiry Date.
- Premiums vary by Policy Year as shown under Policy Data.
- Premiums are payable during the lifetime of the insured until the Expiry Date.
- Exchange Options are available.
- This policy is nonparticipating. No dividends are payable.
- This policy has no cash value.

Insured:	John Doe	Policy Number:	9000-
Policy Date:	August 15, 2009	Basic Amount:	\$100,000
Issue Age:	35		

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

If we receive proof satisfactory to us that the insured died while this policy was in force, we promise to pay the basic amount of insurance to the beneficiary. The payment is subject to the terms of this policy. The owner and beneficiary are as named in the application unless they are changed as provided for in this policy.

We issue this policy in consideration of your application and the payment of premium due on the policy date.

RIGHT TO CANCEL

THIS POLICY FOR 10 DAYS -

You may cancel this policy by written notice or by telegram and by returning this policy before midnight of the 10th day after you receive it. Notice given by mail and return of the policy are effective on being postmarked, properly addressed and postage prepaid. Our address is RiverSource Life Insurance Company, 70100 Ameriprise Financial Center Minneapolis, MN 55474. We will return all payments made for this policy within 10 days of receipt of your notice and this policy.

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

President:

Secretary:

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Due to requirements of some states, the wording of some provisions in the policy form actually issued may differ from this specimen. This is not an actual policy and does not bind either party to the contract.

GUIDE TO POLICY PROVISIONS

Policy Data	Schedule of Benefits and Annual Premiums/Pages 3 and 4
Definitions	Important words and meanings/Page 5
Insurance Contract	Entire contract; Incontestability/Page 6
General Provisions	Suicide exclusion; Misstatement of age or sex; Policy changes/Page 6
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Policy Data

Insured:	John Doe	Policy Number:	9000-
Policy Date:	August 15, 2009	Issue Age:	35
Policy:	Term To Age 95	Basic Amount:	\$100,000
Expiry Date:	August 15, 2069		
Risk Classification:	Male Standard Nontobacco		

Schedule of Benefits and Annual Premiums

<u>Policy and Additional Benefits</u>	<u>Premium Amount</u>	<u>Premium Period</u>
Policy: Term to Age 95 (First Policy Year)	\$ 185.00	To age 36
Accidental Death Benefit Rider - \$50,000	42.00	To age 70
Childrens Level Term Insurance Rider - \$10,000	69.60	To age 65
Disability Waiver of Premium Benefit on Rider	2.40	To age 60
Disability Waiver of Premium Benefit Rider	Included in premium	To age 60
	for policy shown above.	

<u>Total Premiums</u>	<u>Annually</u>	<u>Semi-Annually</u>	<u>Quarterly</u>	<u>Monthly</u>
First Policy Year	\$299.00	\$150.50	\$77.64	\$26.55
Total for First Policy Year	\$299.00	\$301.00	\$310.56	\$318.60

The intervals shown above are available for premium payments. You may change the interval by giving us advanced written notice at least 60 days before the date of change. Total premiums paid each policy year are higher with more frequent payment intervals.

Current Annual Premiums and Guaranteed Maximum Annual Premiums after the first policy year are shown on page 4.

Policy data page for 15-year term policy

POLICY DATA

Insured: **John Doe** **Policy Number:** **9000-**

After the first policy year, premiums shown may be changed in accordance with the "Can Premiums be Changed" provision of the policy. The Current Annual Premium can never exceed the Guaranteed Maximum Annual Premium.

Schedule of Premiums After First Policy Year

<u>Policy Year</u>	<u>Current Annual Premium</u>	<u>Guaranteed Maximum Annual Premium</u>	<u>Policy Year</u>	<u>Current Annual Premium</u>	<u>Guaranteed Maximum Annual Premium</u>
2	\$ 219.00	\$ 219.00	40	\$ 5,974.00	\$ 11,887.00
3	219.00	219.00	41	6,613.00	13,166.00
4	219.00	219.00	42	7,293.00	14,525.00
5	219.00	219.00	43	8,006.00	15,952.00
6	219.00	219.00	44	8,752.00	17,444.00
7	219.00	219.00	45	9,661.00	19,261.00
8	219.00	219.00	46	10,779.00	21,497.00
9	219.00	219.00	47	12,048.00	24,035.00
10	219.00	219.00	48	13,497.00	26,933.00
11	219.00	219.00	49	15,128.00	30,195.00
12	219.00	219.00	50	16,919.00	33,777.00
13	219.00	219.00	51	18,842.00	37,624.00
14	219.00	219.00	52	20,882.00	41,703.00
15	219.00	219.00	53	23,013.00	45,966.00
16	219.00	219.00	54	25,233.00	50,406.00
17	219.00	219.00	55	27,569.00	55,078.00
18	219.00	219.00	56	30,052.00	60,044.00
19	219.00	219.00	57	32,738.00	65,415.00
20	219.00	219.00	58	35,717.00	71,373.00
21	1,081.00	1,951.00	59	39,268.00	78,476.00
22	1,209.00	2,167.00	60	43,654.00	87,248.00
23	1,351.00	2,405.00			
24	1,509.00	2,668.00			
25	1,687.00	2,963.00			
26	1,467.00	2,873.00			
27	1,614.00	3,168.00			
28	1,782.00	3,504.00			
29	1,972.00	3,884.00			
30	2,185.00	4,309.00			
31	2,418.00	4,775.00			
32	2,669.00	5,277.00			
33	2,939.00	5,817.00			
34	3,230.00	6,400.00			
35	3,555.00	7,049.00			
36	3,953.00	7,846.00			
37	4,373.00	8,685.00			
38	4,824.00	9,588.00			
39	5,372.00	10,684.00			

Premiums for any riders shown on Page 3 are not reflected in the above premium amounts unless noted below.

The premium amount for disability waiver of premium benefit is included in the above premium amounts up to the policy year beginning at age 60.

Policy data page for 20-year term policy

POLICY DATA

Insured: **John Doe** Policy Number: **9000-**

After the first policy year, premiums shown may be changed in accordance with the "Can Premiums be Changed" provision of the policy. The Current Annual Premium can never exceed the Guaranteed Maximum Annual Premium.

Schedule of Premiums After First Policy Year

<u>Policy Year</u>	<u>Current Annual Premium</u>	<u>Guaranteed Maximum Annual Premium</u>	<u>Policy Year</u>	<u>Current Annual Premium</u>	<u>Guaranteed Maximum Annual Premium</u>
2	\$ 219.00	\$ 219.00	40	\$ 5,974.00	\$ 11,887.00
3	219.00	219.00	41	6,613.00	13,166.00
4	219.00	219.00	42	7,293.00	14,525.00
5	219.00	219.00	43	8,006.00	15,952.00
6	219.00	219.00	44	8,752.00	17,444.00
7	219.00	219.00	45	9,661.00	19,261.00
8	219.00	219.00	46	10,779.00	21,497.00
9	219.00	219.00	47	12,048.00	24,035.00
10	219.00	219.00	48	13,497.00	26,933.00
11	219.00	219.00	49	15,128.00	30,195.00
12	219.00	219.00	50	16,919.00	33,777.00
13	219.00	219.00	51	18,842.00	37,624.00
14	219.00	219.00	52	20,882.00	41,703.00
15	219.00	219.00	53	23,013.00	45,966.00
16	219.00	219.00	54	25,233.00	50,406.00
17	219.00	219.00	55	27,569.00	55,078.00
18	219.00	219.00	56	30,052.00	60,044.00
19	219.00	219.00	57	32,738.00	65,415.00
20	219.00	219.00	58	35,717.00	71,373.00
21	1,081.00	1,951.00	59	39,268.00	78,476.00
22	1,209.00	2,167.00	60	43,654.00	87,248.00
23	1,351.00	2,405.00			
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29	1,972.00	3,884.00			
30	2,185.00	4,309.00			
31	2,418.00	4,775.00			
32	2,669.00	5,277.00			
33	2,939.00	5,817.00			
34	3,230.00	6,400.00			
35	3,555.00	7,049.00			
36	3,953.00	7,846.00			
37	4,373.00	8,685.00			
38	4,824.00	9,588.00			
39	5,372.00	10,684.00			

Premiums for any riders shown on Page 3 are not reflected in the above premium amounts unless noted below.

The premium amount for disability waiver of premium benefit is included in the above premium amounts up to the policy year beginning at age 60.

DEFINITIONS

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

Age Anniversary

An age anniversary is the policy anniversary on which the insured becomes that attained age.

Expiry Date

This is the last date insurance coverage under this policy can remain in force. To continue coverage to this date, premiums must be paid when due.

In Force

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

Insurance Age

The insurance age of the insured on the policy date is the issue age shown under Policy Data as determined by us from the birthdate stated in the application. Attained insurance ages are determined from the policy date.

Lapse

A premium payment is in default because it was not paid by the end of the grace period. The insured's life is no longer insured.

Policy Anniversary

The same day and month as the policy date each year that the policy remains in force.

Policy Date

It is the date from which policy anniversaries, policy years, policy months, and premium dates are determined. Your policy date is shown under Policy Data.

Proceeds

The amount we are obligated to pay under the terms of this policy. Proceeds are payable when the insured dies.

Terminate

This policy is no longer in force. All insurance coverage under this policy has stopped.

The Insured

The person whose life is insured by this policy.

We, Our, Us

RiverSource Life Insurance Company.

Written Request

A request in writing signed by you.

You, Your

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

THE INSURANCE CONTRACT

What is the Entire Contract of Insurance?

This policy and the copy of the application attached to it are the entire contract between you and us.

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

to change or waive any of our rights or requirements under this policy.

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

When Will the Policy Become Incontestable?

After this policy has been in force during the insured's lifetime for two years from the policy

date, we cannot contest the policy except for nonpayment of premiums.

GENERAL PROVISIONS

Is There a Suicide Exclusion?

Suicide by the insured, whether sane or insane, within two years from the policy date is not covered by this policy. In that event, the only

amount payable by us to the beneficiary would be the premiums which you have paid.

What if the Insured's Age or Sex has been Misstated?

If the insured's age or sex has been misstated, the proceeds payable will be based on the amount

that the premiums paid would have purchased at the correct age and sex.

Can You Request to Change this Policy?

If we agree, you may have riders or benefits added to your policy. We may also allow you to change the amount of insurance. If you wish to

make a change, please contact us. We will tell you what we will need to process your request.

OWNER AND BENEFICIARY

What are Your Rights as Owner of this Policy?

As long as the insured is living and unless otherwise provided in this policy, you may exercise

all rights and privileges provided in this policy or allowed by us.

What is a Successor Owner?

A successor owner becomes the new owner of this policy if you die during the lifetime of the insured. If no successor owner is living at the

time of your death, ownership will pass to your estate. The successor owner, if any, is shown in the application unless changed as provided below.

How Can You Change Ownership of this Policy?

You can change the ownership of this policy by written request on a form approved by us. A successor owner may also be changed in this same way. The change must be made while the

insured is living. Once the change is recorded by us, it will take effect as of the date of your request, subject to any action we take or payment we make before the recording.

To Whom are the Proceeds Paid on the Insured's Death?

We will pay the proceeds to the beneficiary or beneficiaries whom you have named in the application unless you have since changed the beneficiary as provided below. If the beneficiary has

been changed, we will pay the proceeds in accordance with your last change of beneficiary request.

How Do You Change the Beneficiary?

By sending us a satisfactory written request, you may change the beneficiary anytime while the insured is living. Once we record the change, it

will take effect as of the date of your request, subject to any action we take or payment we make before the recording.

If One or All of the Beneficiaries Die before the Insured, to Whom are the Proceeds Payable?

Only those beneficiaries who are living at the insured's death may share in the proceeds. If no beneficiary survives the insured, we will pay the

proceeds to you, if living; otherwise, to your estate.

Can You Assign this Policy as Collateral?

Yes, while the insured is living, you can assign this policy or any interest in it. Your interest and the interest of any beneficiary are subject to the interest of the assignee. An assignment is not a change of ownership and an assignee is not an owner as these terms are used in this policy. Any policy proceeds payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to us. Any assignment is subject to any action we take or payment we make before we record the assignment at our home office. We are not responsible for the validity of any assignment.

PREMIUMS

When are Your Premiums Due?

Your first premium is due as of the policy date. All premiums after the first are payable on or before their due date. Premiums must be paid or

mailed to us at our home office or to an authorized agent. We will give you a receipt if you request one.

How Much are Premiums for this Policy?

The premiums due each year for this policy are shown under Policy Data. For all policy years after the first policy year, both the "Current An-

nual Premium" and the "Guaranteed Maximum Annual Premium" are shown.

Can Premiums be Changed?

We reserve the right to change the "Current Annual Premium" for this policy after the first policy year. The "Current Annual Premium" can never be more than the "Guaranteed Maximum Annual Premium". Any change in premium will be based on our expectations of future mortality, persistency, expense, and investment earnings experience. Any change in premium will be made for all insured's with the same issue age and risk classification as the insured and whose policies

have been in force for the same period of time. Changes in health or occupation will not affect premiums.

We will send you a notice in advance of any change in premiums. Premiums may not be changed any more frequently than annually. Premiums for any riders shown under Policy Data will not change.

How Often Do You Pay Premiums?

You may choose one of the following intervals to pay your premiums:

1. Annual - Your premium will be due once a year on each policy anniversary date;
2. Semiannual - Your premium will be due every six months;

3. Quarterly - Your premium will be due every three months.

The first year premium for each of these intervals is shown under Policy Data. A premium payment paid at an interval not shown here must be approved by us.

Can You Change the Interval for Future Premium Payments?

Yes, but in each year one of the premium due dates must fall on the policy anniversary date.

How Long Must Premium Payments Be Made?

The premiums for this policy are payable for the periods shown under Policy Data or until the death of the insured, if earlier.

What Happens if a Premium is Not Paid by its Due Date?

This policy has a 31-day grace period for all premiums except the first one. This means that if a premium is not paid by its due date, the policy will stay in force during the 31 days immediately

following the due date. You can pay the premium anytime during the 31 days, as long as it is received in our home office within the 31-day grace period.

What Happens at the End of the Grace Period if the Premium is Not Paid?

If a premium is not paid by the end of the grace period, this policy will lapse and no more premium payments may be made.

Can You Ever Reinstate this Policy After It Lapses?

Within five years of the due date of the first unpaid premium, you may ask to reinstate this policy to a premium paying basis. To do this, we will require all of the following:

1. your written request to reinstate the policy;
2. evidence of insurability of the insured satisfactory to us; and
3. payment of all past due premiums with compound interest at 6 percent per year.

These requirements must be met during the insured's lifetime. Also, you cannot reinstate the policy later than the Age 75 Anniversary.

The effective date of a reinstated policy will be the date on which we approve the application for reinstatement.

The suicide and incontestability periods will apply from the effective date of reinstatement.

We will have two years from the effective date of reinstatement during the Insured's lifetime to contest the truth of statements or representations in the reinstatement application.

Is There a Premium Adjustment at the Insured's Death?

The part of any premium paid for the period after the insured's death will be added to the policy proceeds.

If the insured dies during the grace period, we will deduct a premium to cover the elapsed part of that period from the policy proceeds.

EXCHANGE OPTIONS

Can the Policy Be Exchanged to a New Policy?

This Policy may be exchanged under one of the following options according to the requirements shown. Your written request must be made in advance. No premium payment may be outstanding.

If no option is elected, the policy will automatically continue to provide level term insurance coverage to age 95 with increasing premiums. The Guaranteed Maximum Annual Premium is shown under Policy Data on pages 3 and 4 of this policy.

EXCHANGE OPTION A: On or before the 10th policy anniversary, you may request to exchange this policy for a new permanent policy on the life of the insured. The date we receive your request is the exchange date. It must be on or before the insured's age 65 anniversary.

The exchange is subject to the following terms:

1. You must complete and send a written request to us.
2. Evidence of insurability of the insured is not required.
3. The request must be made on or before the earlier of the 10th policy anniversary or the insured's age 65 anniversary.
4. The basic amount of insurance on the new policy may not exceed the basic amount of insurance of this policy.
5. The new policy will be on the permanent plan of insurance then offered by us for exchange on the exchange date for the basic amount of insurance under this policy.
6. You must pay the first premium on the new policy. The premium will be based on the insured's age and sex on the exchange date. The insured's risk classification under this policy will be the insured's risk classification under the new policy. We will use our table of rates then in effect for the new policy.
7. You must pay all premiums which are due on this policy before the exchange date.
8. Coverage under this policy terminates when coverage under the new policy begins.
9. The new policy's policy date and issue age will be determined based on the date of your exchange request.
10. If a Disability Waiver of Premium Benefit rider is in force on this policy, it may be attached to the new policy. The premium will be that in effect on the exchange date. Other riders, however, may not be attached to the new policy unless we agree.
11. A new contestable and suicide period will not apply to benefits converted from this policy to the new policy. These periods will be measured from the policy date of this policy.
12. If premiums due under this policy are being waived under the terms of a Disability Waiver of Premium Benefit rider on the earlier of the 10th policy anniversary or the insured's age 65 anniversary, this policy will automatically be exchanged. The new policy will be on the permanent plan of insurance then offered by us for the basic amount of insurance under this policy.

EXCHANGE OPTION B: On the 10th policy anniversary you may request to exchange this policy for a new policy on the life of the insured. The 10th policy anniversary is the exchange date. It must be on or before the insured's age 75 anniversary and you must furnish satisfactory evidence of insurability of the insured. Such evidence must show that the insured is an acceptable risk based on our underwriting rules for the new policy.

The exchange is subject to the following terms:

1. You must complete and send a new application to us at least 60 days, but no more than 120 days before the exchange date.
2. You must furnish satisfactory evidence of insurability of the insured.
3. The exchange date must be on or before the insured's age 75 anniversary.
4. The basic amount of insurance on the new policy may not exceed the basic amount of insurance of this policy.
5. The new policy will be on the plan of insurance then offered by us for exchange on the exchange date.
6. You must pay the first premium on the new policy. The premium will be based on the insured's attained age, sex and risk classification on the exchange date. We will use our table of rates then in effect for the new policy.

7. You must pay all premiums which are due on this policy before the exchange date.
8. Coverage under this policy terminates when coverage under the new policy begins.
9. The policy date of the new policy will be the exchange date.
10. Any rider in this policy can be included in the new policy subject to the rules and premium rates we are using on the policy date of the new policy.
11. We will pay for the required evidence of insurability.
12. The contestable and suicide periods in the new policy will start over. They will apply only to the extent that the basic amount of the new policy would exceed the amount that could have been provided under this policy if the premiums paid for the new policy had been applied to premium payments due on this policy.

PAYMENT OF POLICY PROCEEDS

How are the Proceeds Paid?

The proceeds will be paid in a single sum unless a payment Option has been selected. The date on which the proceeds are paid in a lump sum or first placed under a payment Option is the settlement date. All proceeds are payable at our

home office. We will pay interest at a rate not less than 2 1/2% per year on single sum death proceeds from the date of the Insured's death to the settlement date.

What are the Payment Options Other Than a Single Sum?

During the Insured's lifetime, you may request in writing that we pay the proceeds under one or more of the payment Options shown below or change a prior election. You may elect other payment Options not shown if we agree. How-

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

Option A - Interest Payments

Payment of interest on the proceeds placed under this Option at the rate of 2 1/2% per year compounded annually. We will make regular interest payments at intervals and for a period that is agreeable to both you and us. At the end of any

payment interval, a withdrawal of proceeds may be made in amounts of at least \$100. At any time, all of the proceeds that remain may be withdrawn or placed under a different payment Option approved by us.

Option B - Payments for a Specified Period

Monthly payments for a specified number of years. The amount of each monthly payment for each \$1,000 placed under this Option is shown in

the table below. The monthly payment amount for years not shown will be furnished upon request.

Option B Table

<u>Number of Years</u>	<u>Monthly Payment/\$1000</u>
5	\$ 18.32
10	10.06
15	7.34
20	6.00
25	5.22
30	4.72

Option C - Life Income

Monthly payments for the life of the person (the payee) who is to receive the income. Payments will be guaranteed for either 10, 15, or 20 years. The amount of each monthly payment for each \$1,000 placed under this Option will be based on our Table of Settlement Rates in effect at the time of the first payment. The amounts will not

be less than those shown in the table below for the sex and Adjusted Age of the payee on the due date of the first payment. Adjusted Age means the age on the payee's nearest birthday minus an "adjustment" based on the year of birth of the payee as follows:

<u>Calendar Year of Payee's Birth</u>	<u>Adjustment</u>	<u>Calendar Year of Payee's Birth</u>	<u>Adjustment</u>
Prior to 1920	0	1945 through 1949	6
1920 through 1924	1	1950 through 1959	7
1925 through 1929	2	1960 through 1969	8
1930 through 1934	3	1970 through 1979	9
1935 through 1939	4	1980 through 1989	10
1940 through 1944	5	After 1989	11

The monthly income amounts for any Adjusted Age not shown in the following table will be furnished upon request.

Option C Table M = Male F = Female

<u>Adjusted Age Payee</u>	<u>Life Income per \$1,000 with Payments Guaranteed for</u>					
	<u>10 years</u>		<u>15 years</u>		<u>20 years</u>	
	<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>	<u>M</u>	<u>F</u>
50	4.81	4.47	4.74	4.45	4.65	4.40
55	5.20	4.80	5.09	4.74	4.94	4.67
60	5.70	5.22	5.51	5.12	5.24	4.98
65	6.35	5.77	5.98	5.58	5.54	5.32
70	7.14	6.50	6.47	6.12	5.77	5.63
75	8.00	7.40	6.87	6.64	5.91	5.85

Will a Supplemental Contract Be Prepared if Proceeds are Placed Under a Payment Option?

If a payment option is requested, we will prepare an agreement stating the terms under which payments will be made. The agreement will include statements about withdrawal value, if any, and to whom remaining proceeds will be paid if the payee dies.

Can a Beneficiary Request a Payment Option?

After the Insured's death but before any proceeds are paid, the beneficiary may select a payment Option by written request to us. However, you may provide that the beneficiary will not be permitted to change the payment Option you have selected.

Are Excess Interest Earnings Payable by Us?

On each anniversary of the settlement date we will determine excess interest, if any, on payment Option deposits. Any such excess interest will be paid under Options A or B.

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

Endorsement

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

I. The provision entitled **Can the Policy Be Changed to a New Policy** in the **POLICY CHANGE OPTIONS** section of the policy is changed to read as follows:

Can the Policy Be Changed to a New Policy?

This policy may be exchanged under one of the following options according to the requirements shown. Your written request must be made in advance. No premium payment may be outstanding.

If no option is elected, the policy will automatically continue to provide level term insurance coverage to age 95 with increasing premiums. The Guaranteed Maximum Annual Premium is shown under Policy Data.

EXCHANGE OPTION A: On or before the 15th policy anniversary, you may request to exchange this policy for a new permanent policy on the life of the insured. The date we receive your request is the exchange date. It must be on or before the insured's age 65 anniversary.

The exchange is subject to the following terms:

1. You must complete and send a written request to us.
2. Evidence of insurability of the insured is not required.
3. The request must be made on or before the earlier of the 15th policy anniversary or the insured's age 65 anniversary.
4. The basic amount of insurance on the new policy may not exceed the basic amount of insurance of this policy.
5. The new policy will be on the permanent plan of insurance then offered by us for exchange on the exchange date for the basic amount of insurance under this policy.
6. You must pay the first premium on the new policy. The premium will be based on the insured's age and sex on the exchange date. The insured's risk classification under this policy will be the insured's risk classification under the new policy. We will use our table of rates then in effect for the new policy.
7. You must pay all premiums which are due on this policy before the exchange date.
8. Coverage under this policy terminates when coverage under the new policy begins.
9. The new policy's policy date and issue age will be determined based on the date of your exchange request.
10. If a Disability Waiver of Premium Benefit rider is in force on this policy, it may be attached to the new policy. The premium will be that in effect on the exchange date. Other riders, however, may not be attached to the new policy unless we agree.
11. A new contestable and suicide period will not apply to benefits converted from this policy to the new policy. These periods will be measured from the policy date of this policy.
12. If premiums due under this policy are being waived under the terms of a Disability Waiver of Premium Benefit rider on the earlier of the 15th policy anniversary or the insured's age 65 anniversary, this policy will automatically be exchanged. The new policy will be on the permanent plan of insurance then offered by us for the basic amount of insurance under this policy.

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EXCHANGE OPTION B: On the 15th policy anniversary you may request to exchange this policy for a new policy on the life of the insured. The 15th policy anniversary is the exchange date. It must be on or before the insured's age 75 anniversary and you must furnish satisfactory evidence of insurability of the insured. Such evidence must show that the insured is an acceptable risk based on our underwriting rules for the new policy.

The exchange is subject to the following terms:

1. You must complete and send a new application to us at least 60, but no more than 120 days before the exchange date.
2. You must furnish satisfactory evidence of insurability of the insured.
3. The exchange date must be on or before the insured's age 75 anniversary.
4. The basic amount of insurance on the new policy may not exceed the basic amount of insurance of this policy.
5. The new policy will be on the plan of insurance then offered by us for exchange on the exchange date.
6. You must pay the first premium on the new policy. The premium will be based on the insured's attained age, sex and risk classification on the exchange date. We will use our table of rates then in effect for the new policy.
7. You must pay all premiums which are due on this policy before the exchange date.
8. Coverage under this policy terminates when coverage under the new policy begins.
9. The policy date of the new policy will be the exchange date.
10. Any rider in this policy can be included in the new policy subject to the rules and premium rates we are using on the policy date of the new policy.
11. We will pay for the required evidence of insurability.
12. The contestable and suicide periods in the new policy will start over. They will apply only to the extent that the basic amount of the new policy would exceed the amount that could have been provided under this policy if the premiums paid for the new policy had been applied to premium payments due on this policy.

This endorsement is issued as of the policy date of the policy.

RiverSource Life Insurance Company



Secretary

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

Endorsement

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

I. The provision entitled **Can the Policy Be Changed to a New Policy** in the **POLICY CHANGE OPTIONS** section of the policy is changed to read as follows:

Can the Policy Be Changed to a New Policy?

This policy may be exchanged under one of the following options according to the requirements shown. Your written request must be made in advance. No premium payment may be outstanding.

If no option is elected, the policy will automatically continue to provide level term insurance coverage to age 95 with increasing premiums. The Guaranteed Maximum Annual Premium is shown under Policy Data.

EXCHANGE OPTION A: On or before the 20th policy anniversary, you may request to exchange this policy for a new permanent policy on the life of the insured. The date we receive your request is the exchange date. It must be on or before the insured's age 65 anniversary.

The exchange is subject to the following terms:

1. You must complete and send a written request to us.
2. Evidence of insurability of the insured is not required.
3. The request must be made on or before the earlier of the 20th policy anniversary or the insured's age 65 anniversary.
4. The basic amount of insurance on the new policy may not exceed the basic amount of insurance of this policy.
5. The new policy will be on the permanent plan of insurance then offered by us for exchange on the exchange date for the basic amount of insurance under this policy.
6. You must pay the first premium on the new policy. The premium will be based on the insured's age and sex on the exchange date. The insured's risk classification under this policy will be the insured's risk classification under the new policy. We will use our table of rates then in effect for the new policy.
7. You must pay all premiums which are due on this policy before the exchange date.
8. Coverage under this policy terminates when coverage under the new policy begins.
9. The new policy's policy date and issue age will be determined based on the date of your exchange request.
10. If a Disability Waiver of Premium Benefit rider is in force on this policy, it may be attached to the new policy. The premium will be that in effect on the exchange date. Other riders, however, may not be attached to the new policy unless we agree.
11. A new contestable and suicide period will not apply to benefits converted from this policy to the new policy. These periods will be measured from the policy date of this policy.
12. If premiums due under this policy are being waived under the terms of a Disability Waiver of Premium Benefit rider on the earlier of the 20th policy anniversary or the insured's age 65 anniversary, this policy will automatically be exchanged. The new policy will be on the permanent plan of insurance then offered by us for the basic amount of insurance under this policy.

EXCHANGE OPTION B: On the 20th policy anniversary you may request to exchange this policy for a new policy on the life of the insured. The 20th policy anniversary is the exchange date. It must be on or before the insured's age 75 anniversary and you must furnish satisfactory evidence of insurability of the insured. Such evidence must show that the insured is an acceptable risk based on our underwriting rules for the new policy.

The exchange is subject to the following terms:

1. You must complete and send a new application to us at least 60, but no more than 120 days before the exchange date.
2. You must furnish satisfactory evidence of insurability of the insured.
3. The exchange date must be on or before the insured's age 75 anniversary.
4. The basic amount of insurance on the new policy may not exceed the basic amount of insurance of this policy.
5. The new policy will be on the plan of insurance then offered by us for exchange on the exchange date.
6. You must pay the first premium on the new policy. The premium will be based on the insured's attained age, sex and risk classification on the exchange date. We will use our table of rates then in effect for the new policy.
7. You must pay all premiums which are due on this policy before the exchange date.
8. Coverage under this policy terminates when coverage under the new policy begins.
9. The policy date of the new policy will be the exchange date.
10. Any rider in this policy can be included in the new policy subject to the rules and premium rates we are using on the policy date of the new policy.
11. We will pay for the required evidence of insurability.
12. The contestable and suicide periods in the new policy will start over. They will apply only to the extent that the basic amount of the new policy would exceed the amount that could have been provided under this policy if the premiums paid for the new policy had been applied to premium payments due on this policy.

This endorsement is issued as of the policy date of the policy.

RiverSource Life Insurance Company



Secretary

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All guarantees are based on the continued claims-paying ability of the issuing Company.

Disability Waiver of Premium Benefit Rider

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

Definition of Injury

Accidental bodily injury that occurs while this rider is in force. It must result, di-

rectly and independently of all other causes, in total disability.

Definition of Sickness

Disease or illness which first manifests itself and causes total disability while this

rider is in force.

Definition of Total Disability

The inability of the insured, due to injury or sickness, to substantially perform the material duties of his or her principal occupation. After 2 years of such continuous disability, we will consider the insured to be totally disabled only if he or she cannot substantially perform the material duties of any gainful occupation. By "gainful occupation", we mean one for which the insured is or becomes reasonably fit based on education, training, or experience.

The total and irrecoverable loss of the following will be considered total disability even if the insured performs in an occupation:

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

What Benefit does This Rider Provide?

This rider provides for the waiver of premiums on this policy if the insured becomes totally disabled and meets the requirements shown below. This means that you will not be required to pay any premiums that fall due while the insured is so disabled. It can also provide a refund of premiums that you pay during total disability before your claim is approved.

1. has been continuous for 6 months or more; and
2. began while this rider was in force; and
3. began after the insured's 5th birthday, but before the Age 60 Anniversary.

To qualify for this benefit, you must give timely proof that the insured's total disability:

When premiums are being waived, this policy will remain in force as though you paid them in cash. The premiums for this policy include the premiums for this and all other riders attached to this policy unless stated otherwise under Policy Data.

Are there Any Limitations?

We will not waive premiums if total disability results from or is contributed to by:

1. intentionally self-inflicted injuries; or

2. war, declared or not, an act of war, or any type of military conflict.

When should You Furnish Proof of Disability?

We must receive proof of total disability in our home office within one year after the due date of the premium that you request

us to waive. If you do not give us proof within this time, your claim will not be affected if proof was given:

1. as soon as reasonably possible; and
2. within one year after the insured's death or recovery from total disability.

Otherwise, premiums which were due more than one year before proof was furnished will not be waived.

Do You have to Pay Premiums Until We Approve a Claim for Total Disability?

Yes. Premiums are payable until we approve your claim. If total disability begins during a grace period, the overdue premi-

ums must be paid before any claim for waiver of premium will be approved.

Will Premiums that are Paid and Later Waived be Refunded?

Yes. When your claim is approved, we will refund:

1. premiums that were due and paid during total disability; and

2. that portion of a premium paid prior to total disability which covers the period after total disability began.

On What Basis will Premiums be Waived or Refunded?

We will waive or refund premiums according to the premium payment interval in effect on the date total disability began. The

interval cannot be changed during a period of total disability.

How Often is Proof of Disability Required to be Given?

At reasonable intervals, we have the right to require proof that total disability is continuing. If such proof is not given when

required, no further premiums will be waived.

What is the Premium for this Rider?

The annual premium for this rider is specified under Policy Data. If this rider termi-

nates, the total premium for this policy will be reduced by the amount shown.

When does this Rider become Incontestable?

This rider will be incontestable after it has been in force during the insured's lifetime for two years from the effective date of this

rider. The two year period will not include time during which the insured is totally disabled.

When will this Rider Terminate?

This rider will terminate automatically on the earliest of the following:

1. the date any premium due for this policy remains unpaid at the end of the grace period; or
2. the date this policy matures, is surrendered, or terminates; or

3. the date this policy is continued as Extended Term or Reduced Paid-Up Insurance; or
4. the Age 60 Anniversary. Such a termination will not affect a claim for total disability commencing before Age 60; or
5. as of any premium due date upon your written request to us.

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

RiverSource Life Insurance Company



Secretary

Children's Level Term Insurance Rider

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

Definition of Insured

When we use the term "insured" in this rider, we mean the person who is the in-

sured under the policy to which this rider is attached.

Definition of Insured Child

When we use the term "insured child" in this rider, we mean:

1. Any child, step-child, or legally adopted child of the insured who is named in the application for this rider. The child must be at least 15 days old before coverage is provided. On the date of application, the child must be less than 19 years old; and

2. Any child born to or legally adopted by the insured after the date of application for this rider. The child must be at least 15 days old before coverage is provided. On the date of adoption, the child must be less than 19 years old.

What Benefit does this Rider Provide?

If we receive proof satisfactory to us that an insured child died:

1. while this rider was in force; and
2. before the insured child's 22nd birthday; and

3. before the insured's Age 65 Anniversary;

we will pay a death benefit to you. The amount of the benefit will be the amount shown for this rider under Policy Data.

Is there a Paid-Up Term Insurance Benefit?

If the insured dies while this rider is in force, we will automatically change this rider to paid-up term insurance on the life of each insured child. The amount of each paid-up term insurance policy will be the

same as the death benefit shown for this rider. The paid-up term policy will continue until such child's 22nd birthday, or if earlier, the insured's Age 65 Anniversary had the insured lived.

Who will be the Owner of the Paid-Up Term Policy?

The person whose life is insured by the paid-up term policy will also be its owner

unless provided differently in the policy.

Can this Rider or the Paid-Up Term Policy be Converted to a New Policy?

Yes. Insurance on each insured child provided by this rider or by the paid-up term policy can be converted if the insurance is in force on the earlier of: (1) the insured child's 22nd birthday; or (2) the insured's Age 65 Anniversary.

The owner of the paid-up term policy has the right to convert the paid-up term insurance to a new policy. The owner of the paid-up term policy will be the owner of the new policy unless provided differently in the policy.

You have the right to convert the insurance provided by this rider to a new policy. You will be the owner of the new policy unless provided differently in the policy.

Any conversion will be subject to the requirements below.

What are the Requirements for Conversion on an Insured Child's 22nd Birthday?

To convert the insurance in force on an insured child's 22nd birthday, we must receive written request:

1. within 31 days following such child's 22nd birthday; and
2. during the lifetime of the child; and

3. with the full first premium for the new policy.

The new policy will be effective as of such child's 22nd birthday. If conversion is not made, the insurance in force will terminate on such child's 22nd birthday.

What are the Requirements for Conversion at the Insured's Age 65 Anniversary?

Only the insurance in force on each insured child who has not reached his or her 22nd birthday can be converted.

We must receive written request for conversion:

1. within 31 days following the insured's Age 65 Anniversary; and

2. during the lifetime of each such insured child; and
3. with the full first premium for each new policy.

Each new policy will become effective as of the insured's Age 65 Anniversary.

What Will be the Type of Insurance, Amount, and Premium for the New Policy?

The new policy must be a level premium whole life or endowment policy we are issuing at the time of conversion. The maximum amount of insurance for each new policy may be up to five times the amount stated for this rider under Policy Data. The minimum amount is \$2,000. The pre-

mium will depend on the policy chosen; it will be based on the amount of insurance and the insured child's age at the time of conversion. Policy forms, premiums, and values for each new policy will be those offered by us for other new policies at the time of conversion.

What Is the Premium for This Rider?

The annual premium for this rider is shown under Policy Data. If this rider terminates,

the total premium for this policy will be reduced by the amount shown.

When Does This Rider Become Incontestable?

This rider will be incontestable after it has been in force during the insured's lifetime

for two years from the effective date of this rider.

Does the Suicide Provision of This Policy Apply to This Rider?

If within two years of this rider's effective date, the insured commits suicide, while sane or insane, the provisions in this rider for paid-up term insurance will automat-

ically apply. No other benefit provided by this rider will be payable and no refund of any premiums paid for this rider will be made.

What if the Age of the Insured or an Insured Child has been Misstated?

In this event, any amount payable under this rider will be based on the amount that

the premiums paid would have purchased at the correct ages.

How does the Policy Reinstatement Provision Apply to this Rider?

Reinstatement of this rider will also be subject to satisfactory evidence of insurability for all persons upon whose

lives insurance under this rider will be reinstated.

Can this Rider be Continued if this Policy is Converted?

If this policy, not including riders, provides term insurance which is converted, this rider can be attached to the new policy.

When will this Rider Terminate?

This rider will terminate automatically on the earliest of the following:

1. the date any premium due for this policy remains unpaid at the end of the grace period; or
2. the date this policy matures, is surrendered, or terminates; or
3. the date this policy is continued as Extended Term or Reduced Paid-Up Insurance; or
4. on the insured's Age 65 Anniversary; or
5. at the death of the insured, subject to the provisions of this rider for paid-up term insurance; or
6. as of any premium due date upon your written request to us.

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

RiverSource Life Insurance Company



Secretary

Accidental Death Benefit Rider

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

What Benefits does this Rider Provide?

We will pay the Accidental Death Benefit shown under Policy Data if we receive proof satisfactory to us that the insured's death:

1. resulted, directly and independently of all other causes, from accidental bodily injury; and

2. occurred while this rider was in force; and
3. occurred within 90 days of the injury.

This benefit is in addition to any other benefits payable under this policy. It will be included in the proceeds of this policy.

What Risks are Not Covered by this Rider?

The benefits of this rider are not payable if death resulted from or was contributed to by any of the following:

1. suicide or attempted suicide, whether sane or insane;
2. bodily or mental infirmity, illness or disease;
3. infection of any nature not resulting from accidental bodily injury;
4. poison, gas, fumes, or drugs, whether taken, administered, or inhaled voluntarily or accidentally or otherwise, except in the course of the insured's occupation;

5. the insured's commission of or attempt to commit an assault or felony;
6. an act or incident of war, declared or not, or any type of military conflict; or
7. travel in or descent from any kind of aircraft if:
 - a. the insured was taking part in training or had duties aboard the aircraft; or
 - b. the aircraft was operated by or for the armed forces of any country.

What is the Premium for this Rider?

The annual premium for this rider is shown under Policy Data. If this rider terminates,

the total premium for this policy will be reduced by the amount shown.

When does this Rider become Incontestable?

This rider will be incontestable after it has been in force during the insured's lifetime

for two years from the effective date of this rider.

When will this Rider Terminate?

This rider will terminate automatically on the earliest of the following:

1. the date any premium due for this policy remains unpaid at the end of the grace period; or
2. the date this policy matures, is surrendered, or terminates; or
3. the date the policy is continued as Extended Term or Reduced Paid-Up insurance; or
4. the Age 70 Anniversary; or
5. as of any premium due date upon your written request to us.

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

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Term to Age 95 Life Insurance Policy

- Proceeds are payable at the insured's death prior to the Expiry Date.
- Premiums vary by Policy Year as shown under Policy Data.
- Premiums are payable during the lifetime of the insured until the Expiry Date.
- Exchange Options are available.
- This policy is nonparticipating. No dividends are payable.
- This policy has no cash value.

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