I r ce

Gumer Alvero
President
RiverSource
Insurance and
Annuities
RiverSource Life
Insurance Company

From the President

Thank you for entrusting RiverSource Life Insurance Company (RiverSource Life) for your insurance protection needs. Having appropriate financial protection in place can bring you a feeling of added confidence.

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

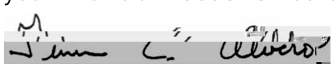
RiverSource® variable life insurance is a product solution that can serve multiple purposes. First, it provides a death benefit that is an income-tax-free way to transfer wealth from one generation to the next. Second, it can also provide a source of potentially income-tax-free retirement income through cash value accumulation. Consult with your financial advisor periodically to help ensure your coverage continues to provide the benefits you need as your life changes.

At RiverSource Life, we also want to help make your life insurance as simple and convenient as possible. That's why we're pleased to offer electronic delivery (e-delivery) for many of your financial documents, including this prospectus. When you choose e-delivery, Ameriprise Financial will:

- Mail you less paper
- Securely organize and store your documents
- Help protect your financial documents from fraud, fire and other unexpected events

Using less paper is also a simple, yet meaningful way to help conserve natural resources. If you are not yet enjoying the benefits of e-delivery, you can learn more or sign up when you visit

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



Gumer Alvero
President RiverSource Insurance and Annuities
RiverSource Life Insurance Company

Prospectus

May 1, 2024

RiverSource®

Variable Universal Life Insurance

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE POLICY

New policies are not currently being offered.

70100 Ameriprise Financial Center
Minneapolis, MN 55474
Telephone: 1-800-862-7919
(Service Center)
Website address: riversource.com/lifeinsurance

This prospectus contains information that you should know about the life insurance policy before investing in RiverSource Variable Universal Life Insurance (VUL).

The purpose of the policy is to provide life insurance protection on the life of the Insured and to potentially build Policy Value. The policy is a long-term investment that provides a death benefit that we pay to the Beneficiary upon the

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Key Terms

These terms can help you understand details about your policy.

An accounting unit used to calculate the value of the Subaccounts.

The Insured's Insurance Age plus the number of Policy Anniversaries since the Policy Date. Attained Insurance Age changes only on a Policy Anniversary.

The person(s) or entity(ies) designated to receive the death benefit Proceeds.

Proceeds received if you surrender the policy in full or the policy matures. The Cash Surrender Value equals the Policy Value minus any Indebtedness and any applicable Surrender Charges.

The time the New York Stock Exchange (NYSE) closes, 4 p.m. Eastern time unless the NYSE closes earlier.

The Internal Revenue Code of 1986, as amended.

( ) A feature of the policy guaranteeing that the policy will not Lapse before the Insured's Attained Insurance Age 70 or five policy years, if later. The guarantee is in effect if you meet certain premium payment requirements.

The date of the Insured's death when death occurs on a Valuation Date. If the Insured does not die on a Valuation Date, then the Death Benefit Valuation Date is the next Valuation Date following the date of the Insured's death.

The number of years a policy is in force. For example, Duration 1 is the first year the policy is in force and Duration 15 is the 15th year the policy is in force.

The portion of the Policy Value that earns interest at a fixed rate not less than the guaranteed interest rate as shown under Policy Data.

The portion of the Policy Value that you allocate to the Fixed Account, including Indebtedness.

The withdrawal of the full Cash Surrender Value and termination of the policy.

Mutual funds or portfolios, each with a different investment objective. (See "The Variable Account and the Funds.") Each of the Subaccounts of the Variable Account invests in a specific one of these Funds.

We cannot process your transaction request relating to the policy 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 policy 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 policy 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.

All existing loans on the policy plus interest that has either been accrued or added to the policy loan.

The age of the Insured, based upon his or her nearest birthday on the date of the application.

The person whose life is insured by the policy.

The policy ends without value and no death benefit is paid.

M The Insured's Attained Insurance Age 100, if living.

M M The premium required to keep the DBG in effect. We show the Minimum Monthly Premium in your policy.

M The same day each month as the Policy Date. If there is no Monthly Date in a calendar month, the Monthly Date is the first day of the next calendar month.

A portion of the death benefit equal to the current death benefit divided by the guaranteed interest rate factor shown under Policy Data minus the Policy Value. This is the amount to which we apply cost of insurance rates in determining the monthly cost of insurance.

The premium paid minus the premium expense charge.

The entities to which, or individuals to whom, we issue the policy or to whom you subsequently transfer ownership. The Owner is authorized to make changes to the policy and request transactions involving Policy Value. In the prospectus "you" and "your" refer to the Owner.

: The withdrawal of an amount of the Policy Value that is less than the full Cash Surrender Value. Sometimes we refer to a Partial Surrender as a withdrawal.

The same day and month as the Policy Date each year the policy remains in force.

The portion of the policy that includes specific information on your policy regarding your policy's benefits, amount and duration of guaranteed charges, premium information, and other benefit data applicable to the Insured.

The date we issue the policy and from which we determine policy anniversaries, policy years and policy months. The Policy Date is shown under Policy Data.

: The sum of the Fixed Account Value plus the Variable Account Value.

The amount payable under the policy as follows:

- Upon death of the Insured prior to the Insured's Attained Insurance Age 100, Proceeds will be the death benefit in effect as of the date of the Insured's death, minus any Indebtedness.
- On the Maturity Date, Proceeds will be the Cash Surrender Value.
- On Full Surrender of the policy, the Proceeds will be the Cash Surrender Value.

A group of insureds that RiverSource Life expects will have similar mortality experience.

In this prospectus, "we," "us," "our" and "RiverSource Life" refer to RiverSource Life Insurance Company.

A premium you select at the time of application, of a level amount, at a fixed interval of time.

Our department that processes all transaction and service requests for the policies. We consider all transaction and service requests received when they arrive in Good ixed inter

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Key Information Table

Important Information You Should Consider About the Policy

<table>
<tr><td colspan="2"></td><td>r r</td></tr>
<tr><td>r r r
r</td><td>If you surrender your policy for its full Cash Surrender Value, or the policy Lapses, during the first ten years and for ten years after requesting an increase in the Specified Amount, you will incur a surrender charge. The Surrender Charges are set based on various factors such as the Insured’s Insurance Age (or Attained Insurance Age at the time of a requested increase in the Specified Amount), Risk Classification, and the number of years the policy has been in force (or for the number of years from the effective date of an increase in the Specified Amount).

The maximum initial Surrender Charge rate that would be charged on any policy would be $48.01 per $1,000 of Initial Specified Amount. Therefore, if a Full Surrender occurs on a policy that was issued with a $1,000,000 Initial Specified Amount, the maximum initial Surrender Charge would be $48,010 which is $48.01 times $1,000,000 divided by 1,000.

The surrender charges are shown under the Policy Data page of your policy.</td><td>r
r</td></tr>
<tr><td>r
r</td><td>In addition to surrender charges, you may also incur charges on other transactions, such as a premium expense charge, partial surrender charge, express mail fee and electronic fund transfer fee. If you take a loan against the policy, you will be charged a loan interest rate on any outstanding balance until the loan is paid off.</td><td></td></tr>
<tr><td>(<br>)
r</td><td>In addition to surrender charges and transaction charges, an investment in the policy is subject to certain ongoing fees and expenses, including fees and expenses covering the cost of insurance under the policy and the cost of the Accidental Death Benefit Rider, Automatic Increase Benefit Rider, Children’s Insurance Rider and Waiver of Monthly Deduction Rider. Such fees and expenses are set based on various factors such as the Insured’s Risk Classification, Insurance Age, sex and the number of years the policy is in force. You should review the rates, fees and charges under the Policy Data page of your policy.

You will also bear expenses associated with the Funds offered under the policy, as shown in the following table:
<table><tr><td></td><td>M</td><td>M</td></tr><tr><td>Underlying Fund options
(Funds fees and expenses)[1]</td><td>0.38%</td><td>2.38%</td></tr><tr><td colspan="3">[1] As a percentage of fund assets.</td></tr></table></td><td>r
r</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td></td><td>You can lose money by investing in this policy including loss of principal.</td><td>r</td></tr>
<tr><td>-
r r</td><td>The policy is not suitable as a short-term investment and is not appropriate for an investor who needs ready access to cash.

The policy is a long-term investment that is primarily intended to provide a death benefit that we pay to the Beneficiary upon the Insured’s death.

Your policy has little or no Cash Surrender Value in the early policy years. During early policy years the Cash Surrender Value may be less than the premiums you pay for the policy.

Your ability to take partial surrenders is limited. You cannot take partial surrenders during the first policy year.</td><td>r</td></tr>
</table>

		r r r r
	• An investment in the policy is subject to the risk of poor investment performance and can vary depending on the performance of the investment options available under the policy. • Each investment option (including the Fixed Account) has its own unique risks. • You should review the investment options before making an investment decision. • If the death benefit is option 2, the death benefit could decrease from the death benefit on the previous Valuation Date due to adverse investment experience.	
r	An investment in the policy is subject to the risks related to RiverSource Life Insurance Company. Any obligations (including under the Fixed Account), guarantees and benefits of the policy that exceed the assets of the Variable Account are subject to RiverSource Life's claims-paying ability. If RiverSource Life experiences financial distress, it may not be able to meet its obligations to you. More information about RiverSource Life, including their financial strength ratings, is available by contacting RiverSource Life at 1-800-862-7919. Additional information regarding the f0(t)0m00m.49890leceAdditional inforAdditi-Fpolicy the f0(t)0m00(nm.4	

- Death Benefit Option 1: Provides for a death benefit that is equal to the greater of (a) the Specified Amount and (b) a percentage of Policy Value.
- Death Benefit Option 2: Provides for a death benefit that is equal to the greater of (a) the Specified Amount plus the Policy Value and (b) a percentage of Policy Value.

- . You may take a loan from your policy at any time. Generally, this allows you to access Policy Value without the taxes and surrender charges associated with a withdrawal. The maximum loan amount you may take is equal to 85% of the Cash Surrender Value. The minimum loan you may take is $500. When you take a loan, we remove from your investment options an amount equal to your loan and hold that part of your Policy Value in the Fixed Account as loan collateral. We charge interest on your loan. The loan collateral does not participate in the investment performance of the Subaccounts. Taking a loan may have adverse tax consequences, will reduce the death benefit, and will increase your risk of Lapse.
- . The policy is designed to afford the tax treatment normally accorded life insurance policies under federal tax law. Generally, under federal tax law, the death benefit under a qualifying life insurance policy is excludable from the gross income of the Beneficiary. In addition, under a qualifying life insurance policy, cash value builds up on a tax deferred basis and transfers of cash value among the available investment options under the policy may be made income tax free. The tax treatment of policy loans and distributions may vary depending on whether the policy is a modified endowment contract. Neither distributions nor loans from a policy that is not a modified endowment contract are subject to the 10% penalty tax.
- The policy offers additional benefits, or “riders,” that provide you with supplemental benefits under the policy at an additional cost. These riders, which are only available at policy issue, include:
  - Riders that increase the amount payable upon your death or the death of a family member (i.e., Accidental Death Benefit rider, Other Insured rider and Children’s Insurance rider).
  - Rider that helps to prevent your Policy from lapsing (i.e., Waiver of Monthly Deduction rider).
  - Rider that provides for payment of all or part of the death benefit in installment payments prior to your death (i.e., Accelerated Death Benefit Rider for Terminal Illness).
  - Rider that increases the amount payable upon death (i.e., Automatic Increase Benefit Rider).
- , . Additional riders, features and services under the policy are summarized below. There are no additional charges associated with these features and services.
  - Automated Transfers. This feature allows you to automatically transfer Policy Value from either a Subaccount or the Fixed Account to one or more Subaccounts on a regular basis. Via automated transfers you can take advantage of a dollar cost averaging strategy where you invest in one or more Subaccounts on a regular basis, for example monthly, instead of investing a large amount at one point in time. This systematic approach can help you benefit from fluctuations in Accumulation Unit values caused by the fluctuations in the value of the underlying Fund.
  - Asset Rebalancing. The automatic rebalancing feature automatically rebalances your Policy Value in the Subaccounts to correspond to your premium allocation designation. Asset rebalancing does not count towards the number of free transfers per Policy year.
  - Death Benefit Guarantee. Guarantees the policy will remain in force over the Death Benefit Guarantee Period even if the Cash Surrender Value is insufficient to pay the monthly deduction. This feature is in effect so long as certain premium payment requirements are met.

Fee Tables

Transaction Fees

	When you pay premium.	5% of each premium payment.
	When you pay premium as part of the premium expense charge.	A portion of the premium expense charge is used to pay state premium taxes imposed on us by state and governmental subdivisions. See discussion under "Premium Expense Charge."
	When you surrender your policy for its full Cash surrender Value, or the policy Lapses, during the first ten years and for ten years after requesting an increase in the Specified Amount. The rates to the right are the initial Surrender Charge. These rates grade down starting in year 5 to zero at the end of year 10.	Initial Rate per $1,000 of the initial Specified Amount: $5.11 — Female, Standard, Insurance Age 1. $48.01 — Male, Smoker, Insurance Age 70. $10.42 — Male, Nonsmoker, Insurance Age 40.
	When you surrender part of the value of your policy.	The lesser of: • $25; or • 2% of the amount surrendered.
	N/A	N/A
	When you take a loan or surrender and proceeds are sent by express mail or electronic fund transfer.	• $25 — United States. • $35 — International.

(a) A sales charge of 2.5% and a premium tax charge of 2.5% make up the premium expense charge.

(b) This charge varies based on individual characteristics. The charges shown in the table may not be representative of the charge you will pay. For information about the charge you would pay, contact your sales representative or RiverSource Life at the address or telephone number shown on the first page of this prospectus.

(c) We call this the partial Surrender Charge in other places in this prospectus.

Transaction Fees (continued)

		M
	When loan is taken.	6.1% payable in advance for all policy years. Equivalent to 6.5% effective rate. For policies purchased before May 1, 1993 (before Oct. 1, 1993 in New Jersey): • 6.1% payable in advance for all policy years. Equivalent to a 6.5% effective rate. For policies purchased on or after May 1, 1993 (on or after Oct. 1 in New Jersey): • 6.1% payable in advance for policy years 1-10. • 4.3% payable in advance for policy years 11+. Equivalent to a 4.5% effective rate.

	Annually, payable at the end of each policy year.	• For that part of the accelerated benefit which does not exceed Policy Value available for policy loans when an accelerated benefit is requested, we will charge the policy's Guaranteed Loan Interest Rate shown under Policy Data (currently 4.5%).
		• For that part of the accelerated benefit which exceeds Policy Value available for policy loans when the accelerated benefit is requested, the greatest of:
		  • the current yield on 90-day Treasury bills, or
		  • the current maximum statutory adjustable policy loan interest rate, or
		  • the policy's Guaranteed Loan Interest Rate shown under Policy Data (currently 4.5%).

	Upon payment of Accelerated Benefit.	In AL, if the Accelerated Benefit payment is $25,000 or greater, the fee will be $250. For Accelerated Benefit payments less than $25,000, the fee will be 1% of the Accelerated Benefit payment. In FL, the fee is $100 per Accelerated Benefit payment. For all other states the fee will be $250. The maximum aggregate charge for all Accelerated Benefits advanced is $500.

Periodic Charges Other than Annual Fund Expenses

		M
r	Monthly.	$7.50 per month for initial Specified Amounts below $350,000. $5.00 per month for initial Specified Amounts of $350,000 and above.
( ) r r	Monthly.	Monthly rate per $1,000 of Net Amount Risk: M $0.05 — Female, Standard, Attained Insurance Age 7. M $39.4775 — Male, Smoker, Attained Insurance Age 99. $0.19 — Male, Nonsmoker, Attained Insurance Age 40.
M r r	Daily.	Annual rate of 90% of the average daily net asset value of the Subaccounts for all policy years.
( )( ) r r	Monthly.	The monthly rate is $.01 per $1,000 of the current Specified Amount and $.01 per $1,000 of coverage under the OIR.
( )( ) r	Monthly.	Monthly rate per $1,000 of initial ADB Specified Amount: M $0.04 — Female, Standard, Attained Insurance Age 5. M $0.16 — Male, Smoker, Attained Insurance Age 69. $0.08 — Male, Nonsmoker, Attained Insurance Age 40.
( ) r r	No charge.	No charge for this rider, however, the additional insurance added by the rider is subject to monthly cost of insurance charges.
’ ( )r r r	Monthly.	Monthly rate per $1,000 of CIR Specified Amount: $0.58.
( )( ),( )r r	Monthly.	Monthly rate per $1,000 of OIR Specified Amount: M $0.05 — Female, Standard, Attained Insurance Age 7. M $39.4775 — Male, Smoker, Attained Insurance Age 99. $0.19 — Male, Nonsmoker, Attained Insurance Age 40.

(a) This charge varies based on individual characteristics. The charges shown in the table may not be representative of the charge you will pay. For information about the charge you would pay, contact your sales representative or RiverSource Life at the address or telephone number shown on the first page of this prospectus.

(b) This charge is deducted only while the DBG is in effect during the first five policy years or until the Insured’s Attained Age 70, whichever is later.

(c) OIR is no longer available for purchase. Any OIR currently in force on a policy cannot be increased.

Periodic Charges Other than Annual Fund Expenses (continued)

		M
M (M)( ) r	Monthly.	Monthly rate per $1,000 of Net Amount Risk plus the OIR Specified amount if applicable: M $0.01 — Female, Standard, Attained Insurance Age 5. M $0.31 — Male, Smoker, Attained Insurance Age 59. : $0.02 — Male, Nonsmoker, Attained Insurance Age 40. If you have a CIR, there will be an additional charge of $0.02 per month per $1,000 of the CIR Specified Amount.

(a)

Total Annual Operating Expenses of the Funds

r r r r

Principal Risks of Investing in the Policy

M

. If you direct your Net Premiums or transfer your Policy's Value to a Subaccount that drops in value:

- You can lose cash value due to adverse investment experience. There is no minimum guaranteed cash value under the Subaccounts of the Variable Account.

M ( )

M . Variable life insurance is a complex vehicle that is subject to market risk, including the potential loss of principal invested.

- You may experience loss in Policy Value due to factors that affect the overall performance of the financial markets.

. All insurance benefits, including the death benefit, and all guarantees, including those related to the Fixed Account, are general account obligations that are subject to the financial strength and claims paying ability of RiverSource.

. 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 policy, your privacy, your ability to conduct transactions on your policy, or your ability to receive timely service from us. There can be no assurance that we, the underlying Funds in your policy, or our other business partners will avoid losses affecting your policy due to any successful cyber-attacks or information security breaches.

M . 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 Fund of funds, including managed volatility 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 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.

M ' . Managed volatility Funds employ a strategy designed to reduce overall volatility and downside risk. These Funds may also be used in conjunction with guaranteed living benefit riders we offer with various annuity contracts. Conflicts may arise because the manner in which these Funds and their strategies are executed by Columbia Management are expected to benefit us by reducing our financial risk and expense in offering guaranteed living benefit riders. Managed volatility Funds employ a strategy to reduce overall volatility and downside risk when markets are declining and market volatility is high. A successful strategy may result in less gain in your Policy Value during rising markets with higher volatility when compared to Funds not employing a managed volatility strategy. Although an investment in the managed volatility Funds may mitigate declines in your Policy Value due to declining equity markets, the Funds' investment strategies may also curb or decrease your Policy Value during periods of positive performang oecause stu0(volatilitcause)-an decreasi300(s)0(e)-300(dunegy)-300(t[rategy)-300(desgy)-30Tdurinurb ineasi300(sSi30

Loads, Fees and Charges

Policy charges primarily compensate us for:

- providing the insurance benefits of the policy;
- issuing the policy;
- administering the policy;
- assuming certain risks in connection with the policy; and
- distributing the policy.

We deduct some of these charges from your premium payments. We deduct others periodically from your Policy Value in the Fixed Account and/or Subaccounts. We may also assess a charge if you surrender your policy or the policy Lapses.

r rr r	M rr r r	M rr r r	M rr r r
5	2,084.00	0.00	2,084.00
6	2049.27	0.00	2,049.27
7	1632.47	0.00	1,632.47
8	1215.67	1,325.00	2,540.67
9	798.87	1,325.00	2,123.87
10	382.07	1,325.00	1,707.07
11	0.00	1,325.00	1,325.00
12	0.00	1,325.00	1,325.00
13	0.00	1302.92	1,302.92
14	0.00	1037.92	1,037.92
15	0.00	772.92	772.92
16	0.00	507.92	507.92
17	0.00	242.92	242.92
18	0.00	0.00	0.00

From the beginning of year six to the end of year ten, the amounts shown decrease on a monthly basis.

Partial Surrender Charge

If you surrender part of the value of your policy, we will charge you $25 (or 2% of the amount surrendered, if less). We guarantee that this charge will not increase for the duration of your policy.

Premium Expense Charge

We deduct this charge from each premium payment. We credit the amount remaining after the deduction, called the Net Premium, to the accounts you have selected. The premium expense charge is 5% of each premium payment. The premium expense charge has two parts:

2.5% of each premium payment. This part of the premium expense charge partially compensates us for expenses associated with distributing the policy, including agents' commissions, advertising and printing of prospectuses and sales literature. (The Surrender Charge, discussed under "Surrender Charge," also may partially compensate us for these expenses.)

2.5% of each premium payment. This part of the premium expense charge compensates us for paying taxes imposed by certain states and governmental subdivisions on premiums received by insurance companies. All policies in all states are charged the same premium expense charge even though state premium taxes vary. All policies in all states are charged the average rate of 2.5% for the premium tax charge even though state premium taxes vary from 2% to 3.5%. This 2.5% rate may be different than the actual premium tax we expect to pay in your state.

Base Policy Charges

Monthly Deduction

On each Monthly Date we deduct from the value of your policy in the Fixed Account and/or Subaccounts an amount equal to the sum of:

1. the cost of insurance for the policy month;

2. the policy fee shown in your policy;

3. the Death Benefit Guarantee charge shown in your policy; and

4. charges for any optional insurance benefits provided by rider for the policy month.

We explain each of the four components belor.arge shown in in .4b300(t)0(olicy;)-300(and)]TJT*[47vhe)-300(Dvhe)-300h.[47vhe)-300

We will take monthly deductions from the Fixed Account and the Subaccounts on a Pro Rata Basis if:

- you do not specify the accounts from which the monthly deduction is to be taken; or
- the value in the Fixed Account or any Subaccount is insufficient to pay the portion of the monthly deduction you have specified.

If the Cash Surrender Value of your policy is not enough to cover the monthly deduction on a monthly anniversary, the policy may Lapse. However, the policy will not Lapse if the DBG is in effect. (See "Death Benefit Guarantee"; also "Grace Period" and "Reinstatement" at the end of this section on policy costs.)

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1. primarily, the cost of providing the death benefit under your policy, which depends on:

- the amount of the death benefit;
- the Policy Value; and
- the cost of insurance rate.

The cost of insurance for a policy month is calculated as: **( ) +**

where:

based on the Insured's sex, Attained Insurance Age, Risk Classification and election of WMD. Generally, the cost of insurance rate will increase as the Insured's Attained Insurance Age increases.

We set the rates based on our expectations as to future mortality experience. We may change the rates from time to time; any change will apply to all individuals of the same Risk Classification. However, rates will not exceed the Guaranteed Maximum Monthly Cost of Insurance Rates shown in your policy, which are based on the 1980 Commissioners Standard Ordinary (CSO) Smoker and Nonsmoker Mortality Tables, Age Nearest Birthday.

If you purchased your policy on or after May 1, 1991 with an initial Specified Amount of $350,000 or greater, your policy qualifies for lower cost of insurance rates than policies purchased with a Specified Amount less than $350,000. In addition, if you purchased your policy on or after May 1, 1993 and before Nov. 20, 1997, it qualifies for lower cost of insurance rates than policies purchased earlier. We modified cost of insurance rates to reflect industry-wide changes in mortality experience for all policies purchased on or after Nov. 20, 1997.

on the Monthly Date divided by 1.0036748 (which reduces our Net Amount at Risk, solely for computing the cost of insurance, by taking into account assumed monthly earnings at an annual rate of 4.5%).

on the Monthly Date. At this point, the Policy Value has been reduced by the administrative charge, , the mortality and expense risk charge, the policy fee, Death Benefit Guarantee charge and any charges for optional riders with the exception of the WMD as it applies to the base policy.

we assess as a result of special underwriting considerations.

M M Please disregard all policy provisions in this prospectus that are based on the sex of the Insured. The policy will be issued on a unisex basis. Also disregard references to mortality tables; the tables will be replaced with an 80% male, 20% female blend of the 1980 Commissioners Standard Ordinary Smoker and Non-Smoker Mortality Tables, Age Nearest Birthday.

2. $7.50 per month. We reduce this fee for policies purchased on or after May 1, 1991 with an initial Specified Amount of $350,000 or more to an amount of $5.00 per month. This charge primarily reimburses us for expenses of administering the policy, such as processing claims, maintaining records, making policy changes and communicating with Owners. We reserve the right to change the charge in the future, but guarantee that it will never exceed $7.50 per month.

3. One cent per $1,000 of the current Specified Amount and one cent per $1,000 of coverage under any OIR. This charge compensates us for the risk we assume in providing the DBG. The charge is included in the monthly deduction to Insured's Attained Insurance Age 70 (or five policy years), whichever is later. We will not deduct the charge if the DBG is no longer in effect.

. charges for any optional benefits added to the policy by rider. (See "Fee Tables — Charges Other than Fund Operating Expenses.")

Mortality and Expense Risk Charge

This charge applies only to the Subaccounts and not to the Fixed Account. It is equal, on an annual basis, to 0.90% of the daily net asset value of the Subaccounts — a level guaranteed for the life of the policy. Computed daily, the charge compensates us for:

- **M** — the risk that the cost of insurance charge will be insufficient to meet actual claims.

- — the risk that the policy fee and the contingent deferred issue and administrative expense charge (described above) may be insufficient to cover the cost of administering the policy.

Any profit from the mortality and expense risk charge would be available to us for any proper corporate purpose

[redacted] [redacted] [redacted]

Total Annual Operating Expenses of the Funds

Any applicable management fees, 12b-1 fees and other expenses of the Funds are deducted from, and paid out of, the assets of the Funds as described in each Fund's prospectus.

Effect of Loads, Fees and Charges

Your death benefits, Policy Values and Cash Surrender Values may fluctuate due to an increase or decrease in the following charges:

- cost of insurance charges;
- Surrender Charges;
- Death Benefit Guarantee Charges;
- cost of optional insurance benefits;
- policy fees;
- mortality and expense risk charges; and
- annual operating expenses of the Funds, including management fees, 12b-1 fees and other expenses.

In addition, your death benefits, Policy Values and Cash Surrender Values may change daily as a result of the investment experience of the Subaccounts.

Other Information on Charges

We may reduce or eliminate various fees and charges on a basis that is fair and reasonable and applies to all policy Owners in the same class. We may do this for example when we incur lower sales costs and/or perform fewer administrative services than usual.

Policy Rights

The purpose of the policy is to provide life insurance protection on the life of the Insured and to potentially build Policy Value. The policy is a long-term investment that provides a death benefit that we pay to the Beneficiary upon the Insured's death. The Insured is the person whose life is insured by the policy. The Owner is the entity or entities to which, or individuals to whom, we issue the policy or to whom you subsequently transfer ownership. The Owner is authorized to make changes to the policy and request transactions involving Policy Value. In the prospectus "you" and "your" refer to the Owner.

Initially, the Beneficiary will be the person you designate in your application for the policy. You may change the Beneficiary by giving us written notice, subject to requirements and restrictions stated in the policy. If you do not designate a Beneficiary, or if the designated Beneficiary dies before the Insured, the beneficiary will be you, if living. If you are not living, the Beneficiary will be your estate.

Transfers Between the Fixed Account and Subaccounts

You may make five transfers of Policy Values per year from one Subaccount to another or between Subaccounts and the Fixed Account. (Certain restrictions apply to transfers involving the Fixed Account.) We will process your transfer on the Valuation Date we receive your request. If we receive your transfer request at our Service Center in Good Order before the Close of Business, we will process your transfer using the Accumulation Unit value we calculate on the Valuation Date we received your transfer request. If we receive your transfer request at our Service Center in Good Order at or after the Close of Business, we will process your transfer using the Accumulation Unit value we calculate on the next Valuation Date after we received your transfer request. Before making a transfer, you should consider the risks involved in changing investments. We may suspend or modify transfer privileges at any time.

Market Timing and Disruptive Trading Practices

Market timing can reduce the value of your investment in the policy. If market timing causes the returns of an underlying Fund to suffer, Policy 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 policy and your Beneficiary(ies) under the policy a financial loss.

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 policy 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.

- 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 policy, 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, while we will attempt to execute transfers permitted under any asset allocation, dollar-cost averaging or asset rebalancing program 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 Account 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 policy, 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 policy 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.

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.

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 have paid an average price of only $17.91 per unit over the ten 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 this strategy involves continuous investing, your success with dollar-cost averaging 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.

You may make dollar-cost averaging transfers by choosing a schedule we provide.

Asset Rebalancing

Subject to availability, you can contact us in writing or by phone to reallocate the variable Subaccount portion of your Policy Value according to the percentages (in whole percentage amounts) that you choose. The Policy Value must be at least $2,000 at the time the rebalance is set up. Asset rebalancing does not apply to the Fixed Account. We automatically will rebalance the variable Subaccount portion of your Policy Value either quarterly, semiannually or annually. The period you select will start to run on the date you specify. On the first Valuation Date of each of these periods, we automatically will rebalance your Policy Value so that the value in each Subaccount matches your current Subaccount percentage allocations. We rebalance by transferring Policy Value between Subaccounts. Transfers for this purpose are not subject to the maximum number of transfers provisions above.

You can change your percentage allocations or your rebalancing period at any time by contacting us in writing or by phone. We will restart the rebalancing period you selected as of the date you specify. You may discontinue auto rebalancing at any time by sending us a written request or by other methods agreed to by us. You must allow 30 days for us to change any instructions that currently are in place. There is no charge for asset rebalancing. For more information on asset rebalancing, contact your sales representative.

RiverSource Life

We are a stock life insurance company organized under the laws of the State of Minnesota in 1957. Our address is 70100 Ameriprise Financial Center, Minneapolis, MN 55474. We are a wholly-owned subsidiary of Ameriprise Financial, Inc.

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

The Variable Account and the Funds

The Variable Account consists of a number of Subaccounts, each of which invests in shares of a particular Fund. Income, gains and losses of each Subaccount are credited to or charged against the assets of that

The policy currently offers Subaccounts investing in shares of the Funds listed in “Appendix A: Funds Available Under the Contract”.

- The investment managers and advisers cannot guarantee that the Funds will meet their investment objectives. Please read the Funds’ prospectuses for facts you should know before investing. These prospectuses are available by contacting us at the address or telephone number on the first page of this prospectus.
- A Fund underlying your policy 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.
- All Funds are available to serve as the underlying investments 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 Fund 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 funds 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.
- We seek to provide a broad array of underlying Funds taking into account the fees and charges imposed by each Fund and the policy charges we impose. We select the underlying Funds in which the Subaccounts initially invest and when there is a substitution (see “Substitution of Investments”). We also make all decisions regarding which Funds to retain in a policy, which Funds to add to a policy and which Funds will no longer be offered in a policy. 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 that 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.
- **M** In low interest rate environments, money market Fund yields may decrease to a level where the deduction of fees and charges associated with your policy could result in negative net performance.
- **M** : 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 Fund of funds, including managed volatility 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 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.
- : These Funds invest in other registered mutual funds. In addition, managed volatility Funds employ a strategy designed to reduce overall volatility and downside risk. These types of Funds are available under the policies and one or more of these Funds may be offered in other variable annuity and variable life insurance products offered by us. These Funds may also be used in conjunction with guaranteed living benefit riders we offer with various annuity contracts.

  Conflicts may arise because the manner in which these Funds and their strategies are executed by Columbia Management are expected to benefit us by reducing our financial risk and expense in offering guaranteed living benefit riders. Managed volatility Funds employ a strategy to reduce overall volatility and downside risk when markets are declining and market volatility is high. A successful strategy may result in less gain in your Policy Value during rising markets with higher volatility when compared to Funds not employing a managed volatility strategy. Although an investment in the managed volatility Funds may mitigate declines in your Policy Value due to declining equity markets, the Funds' investment strategies may also curb or decrease your Policy Value during periods of positive performance by the equity markets. There is no guarantee that any of the Funds' strategies will be successful. Costs associated with running a managed volatility strategy may also adversely impact the performance of managed volatility Funds.

While Columbia Management is the investment adviser to the managed volatility Funds, it provides no investment advice to you as to whether an allocation to the Funds is appropriate for you. You must decide whether an investment in these Funds is right for you. Additional information on the Funds, including risks and conflicts of interest, is included in their respective prospectuses. Columbia Management advised Fund of funds and managed volatility Funds and their investment objectives are listed in Appendix A: Funds Available Under the Contract".

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 policy Owners and submit net purchase and redemption requests to the Funds on a daily basis. In addition, we track individual policy 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 distribution expenses in selling our policies. By extension, the distribution expenses we incur benefit the Funds we make available due to policy 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 policies, we took into account anticipated payments from the Funds. If we had not taken into account these anticipated payments, the charges under the policies 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 policy 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 various Funds offered through this and other variable life insurance and annuity contracts we and our affiliates issue.

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 from the Funds, including but not limited to expense payments and non-cash compensation, for various purposes:

- Training and educating sales representatives who sell the policies.
- Granting access to our employees whose job it is to promote sales of the policies by authorized selling firms and their sales representatives, and granting access to sales representatives of our affiliated selling firms.
- Activities or services we or our affiliates provide that assist in the promotion and distribution of the policies including promoting the Funds available under the policies to policy Owners, authorized selling firms and sales representatives.
- Providing sub-transfer agency and shareholder servicing to policy Owners.

- Promoting, including and/or retaining the Fund's investment portfolios as underlying investment options in the policies.
- Furnishing personal services to policy Owners, including education of policy 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.

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, subadviser, 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.

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, subadviser, 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.

Relationship Between Funds and Subaccounts

Each Subaccount buys shares of the appropriate Fund at net asset value without a sales charge. Dividends and capital gain distributions from a Fund are reinvested at net asset value without a sales charge and held by the Subaccount as an asset. Each Subaccount redeems Fund shares without a charge (unless the Fund imposes a redemption fee) to the extent necessary to make death benefit or other payments under the policy.

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 are 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). 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.

In the event of any such substitution or change, we may amend the policy 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 departments before making any substitution or change.

Voting Rights

As a policy Owner with investments in the Subaccounts, you may vote on important Fund matters. 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 you are 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 policy 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 policy Owners vote, their votes will have a greater impact and may even control the outcome.

The General Account

The general account includes all assets owned by RiverSource Life Insurance Company ("we", "us", "our" and "RiverSource Life" refer to RiverSource Life Insurance Company), 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 policy, including the death benefit. These guarantees are subject to the claims-paying ability and financial strength of RiverSource Life Insurance Company. 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. Unlike market and other risks that you bear directly, these risks are insurer-related risks that may indirectly affect your investment experience. You should also be aware that we issue other types of insurance policies 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 an option supported by our general account that we make available under the policy.

Because of exemptive and exclusionary provisions, we have not registered interests in the Fixed Account as securities under the Securities Act of 1933 nor has the Fixed Account been registered as an investment company 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 option has not been registered with the Securities and Exchange Commission ("SEC"). Disclosures regarding this option, 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 Fixed Account

You can allocate Net Premiums to the Fixed Account and transfer Policy Value from the Subaccounts to the Fixed Account (with certain restrictions, explained in "Transfers Between the Fixed Account and Subaccounts"). Amounts allocated to the Fixed Account become part of our general account.

Placing Policy Value in the Fixed Account does not entitle you to share in the general account's investment experience, nor does it expose you to the general account's investment risk. Instead, we guarantee that the Policy Value you place in the Fixed Account will accrue interest at an effective annual rate of at least 4.5%, independent of the actual investment experience of the general account. Keep in mind that this guarantee is subject to the creditworthiness and continued claims-paying ability of RiverSource Life Insurance Company. We are not obligated to credit any interest in excess of the guaranteed rate of 4.5%, although we may do so at our sole discretion, or if required by state law. Interest rates credited in excess of the guaranteed rate generally will be based on various factors related to future investment earnings. We will not credit interest in excess of 4.5% on any portion of Policy Value in the Fixed Account against which you have a policy loan outstanding. Also, if fees and charges under the policy are deducted from the Fixed Account, you could lose more than the premiums you've paid into the Fixed Account. For further discussion see "Order of Deductions from Policy Value."

Your statement will include the average interest rate currently earned on Policy Value in the Fixed Account as well as the interest rate that will be credited on any new money allocated to the Fixed Account. Interest is credited daily. For additional information on interest rates, contact your sales representative or RiverSource Life Insurance Company at the address or telephone number shown on the first page of this prospectus.

Purchasing Your Policy

Application

Your sales representative will help you complete an application and send it 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 policy or take other steps we deem reasonable. When you apply, you:

- select a Specified Amount of insurance;

- select a death benefit option;
- designate a Beneficiary; and
- state how premiums are to be allocated among the Fixed Account and the Subaccounts.

Before issuing your policy, we require satisfactory evidence of the insurability of the person whose life you propose to insure (yourself or someone else). Our underwriting department will review your application and any medical information or other data required to determine whether the proposed individual is insurable under our underwriting rules. We may decline your application if we determine the individual is not insurable and we will return any premium you have paid.

We generally will not issue a policy where the proposed Insured is over the Insurance Age of 85. We may, however, do so at our sole discretion.

The Risk Classification is based on the Insured's health, occupation or other relevant underwriting standards. This classification will affect the monthly deduction and may affect the cost of certain optional insurance benefits. (See "Loads, Fees and Charges.")

Insurance coverage is in effect when we issue the policy, you have paid any premium necessary to keep the policy in force, the policy has been delivered to you and you have accepted the policy. Conditional insurance coverage will be in effect prior to delivery of the policy only if certain conditions have been met, as stated in the application form.

In addition to proving insurability of the Insured, you and the Insured must meet certain conditions stated in the application form before coverage will become effective and your policy will be delivered to you. The only way the policy may be modified is by a written agreement signed by our President, or one of our Vice Presidents, Secretaries or Assistant Secretaries.

We will have two years from the effective date of your policy or from reinstatement of your policy (see "Keeping the Policy in Force — Reinstatement") to contest the truth of statements or representations in your application. After the policy has been in force during the Insured's lifetime for two years from the Policy Date, we cannot contest the truth of statements or representations in your application.

- dividing that sum by the previous adjusted net asset value per share; and

- payment of a premium that will keep the policy in force for at least three months;
- payment of the monthly deductions that were not collected during the grace period; and
- payment or reinstatement of any Indebtedness.

The effective date of a reinstated policy will be the Monthly Date on or next following the day we accept your application for reinstatement. The suicide period (see "Proceeds Payable Upon Death") will apply from the effective date for reinstatement (except in Georgia, Oklahoma, Pennsylvania, South Carolina, Tennessee and Virginia). Surrender charges will return to what they would have been if the policy had not Lapsed.

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

Proceeds Payable Upon Death

If the Insured dies while the policy is in force, we will pay a benefit to the Beneficiary of the policy when the Insured dies. The amount payable is the death benefit amount minus any Indebtedness as of the Death Benefit Valuation Date.

1 ( ) Under the Option 1 death benefit, if death is prior to the Maturity Date, the death benefit amount is the greater of the following as determined on the Death Benefit Valuation Date:

- the Specified Amount; or
- a percentage of the Policy Value. The percentage is designed to ensure that the policy meets the provisions of federal tax law, which require a minimum death benefit in relation to Policy Value for your policy to qualify as life insurance.

The Surrender Charge will not be affected.

Changes in Specified Amount

Subject to certain limitations, you may make a written request to increase or decrease the Specified Amount.

You may increase the Specified Amount. Any increase in Specified Amount may require additional evidence of insurability that is satisfactory to us.The effective date of the increase will be the monthly anniversary on or next following our approval of the increase. The increase may not be less than $10,000, and we will not permit an increase after the Insured's Attained Insurance Age 85. We will have two years from the effective date of an increase in Specified Amount to contest the truth of statements or representations in the application for the increase in Specified Amount.

An increase in the Specified Amount will have the following effects on policy charges:

- Your monthly deduction will increase because the cost of insurance and DBG charge both depend upon the Specified Amount.
- Charges for certain optional insurance benefits will increase.
- The Minimum Monthly Premium will increase if the DBG is in effect.
- The Surrender Charge will increase.
- A new schedule of Surrender Charges will apply to the amount of any increase in the Specified Amount.

At the time of the increase in Specified Amount, the Cash Surrender Value of your policy must be sufficient to pay the monthly deduction on the next Monthly Date. The increased Surrender Charge will reduce the Cash Surrender Value. If the remaining Cash Surrender Value is not sufficient to cover the monthly deduction, we will require you to pay additional premiums within the 61-day grace period. If you do not, the policy will Lapse unless the DBG is in effect. Because the Minimum Monthly Premium will increase, you may also have to pay additional premiums to keep the DBG in effect.

After the first policy year, you may decrease the Specified Amount, subject to all the following limitations:

- Only one decrease per policy year is allowed.
- We reserve the right to limit any decrease to the extent necessary to qualify the policy as life insurance under the Code.
- After the decrease, the Specified Amount may not be less than the minimum Specified Amount shown in the policy.
- The effective date of any decrease in Specified Amount is the Monthly Date on or next following the date we receive your request.

For policies purchased on or after May 1, 1991 with an initial Specified Amount of $350,000 or more, the minimum

Other Benefits Available Under the Contract

In addition to the standard death benefit(s) associated with your contract, other standard and/or optional benefits may also be available to you. The following table summarizes information about those benefits. Information about the fees associated with each benefit included in the table may be found in the Fee Table.

	The ABRTI allows the Owner to withdraw part of the death benefit if the Insured becomes terminally ill.	Optional	• If the Insured is terminally ill and death is expected to occur within six months (in AZ, AR, CT, DC, DE, MT, ND and SD) or within twelve months (in all other states), the rider provides that you can withdraw a portion of the death benefit prior to death. • The accelerated benefit creates a lien against the policy's death benefit. Interest will be added to the lien as it accrues. • At the Insured's death, the policy's Beneficiary would receive only the death benefit remaining after the lien has been deducted. • When benefits are accelerated, RiverSource Life reserves the right to charge an administrative charge as described in the policy. • Premium payments and monthly deductions will continue on the base policy after the acceleration of benefits, unless there is a WMD rider attached to the policy. • If there is a WMD rider, monthly deductions will stop.
	The Accidental Death Benefit rider provides for an additional death benefit if the Insured's death is caused by accidental injury prior to the Attained Insurance Age 70 Policy Anniversary.	Optional	• The death must occur within 180 days of the injury to be considered for the accidental death benefit.
	The Automatic Increase Benefit Rider (AIBR) provides for an increase in the Specified Amount on each Policy Anniversary without evidence of insurability. The amount of the increase will be based on a percentage of the Specified Amount in effect at the time of the increase. The percent is chosen by the policy Owner at the time of application.	Optional	• The percentage cannot be changed once the policy has been issued. • The AIBR cannot be added to policies rated substandard.

	r	r r	r r r /
r r	Automated transfer arrangements allow you to set up periodic transfers at a set interval (i.e. monthly, quarterly, etc.) from one investment option to one or more investment option(s) under the policy.	Standard	• Only one automated transfer arrangement can be in effect at any time. • Only one account can be used as the source of funds in the automatic transfer arrangement. • If the Fixed Account is the source of funds, you cannot set up an automated transfer amount that would deplete the Fixed Account in less than 12 months. • If the value of the source of funds account is less than the requested automated transfer amount, that occurrence of the automated transfer will not process. • The minimum automatic transfer amount is $50. • You must allow seven days for us to change any automated transfer arrangement instructions that are currently in place. • If you made a transfer from the Fixed Account to one or more Subaccounts, you may not make a transfer from those Subaccounts back to the Fixed Account until the next Policy Anniversary.
- r ( ) r	A DCA arrangement is an automated transfer arrangement designed to help you benefit from fluctuations in Accumulation Unit values caused by fluctuations in the market values of the underlying Funds. Under a DCA arrangement, since you invest the same amount each period, you automatically acquire more units when market values fall, fewer units when it rises. The potential effect is to lower your average cost per unit. There is no charge for DCA.	Standard	• Only one automated transfer arrangement can be in effect at any time. • Only one account can be used as the source of funds in the automatic transfer arrangement. • If the Fixed Account is the source of funds, you cannot set up an automated transfer amount that would deplete the Fixed Account in less than 12 months. • If the value of the source of funds account is less than the requested automated transfer amount, that occurrence of the automated transfer will not process. • The minimum automatic transfer amount is $50. • You must allow seven days for us to change any automated transfer arrangement instructions that are currently in place. • If you made a transfer from the Fixed Account to one or more Subaccounts, you may not make a transfer from those Subaccounts back to the Fixed Account until the next Policy Anniversary.

		r r	r r r /
	r The asset rebalancing feature automatically transfers Policy Value between Subaccounts at set intervals (i.e. monthly, quarterly, etc.) to correspond to your chosen allocation percentages among Subaccounts.	Standard	• The Policy Value reallocated must be at least $2,000 at the time the asset rebalancing is set up. • Asset rebalancing does not apply to Policy Value in the Fixed Account. • Asset rebalancing must occur quarterly, semiannually or annually. • You must allow 30 days for us to change any asset rebalancing instructions that currently are in place.
’ r (r) r	The Children’s Insurance Rider (CIR) provides level term coverage on each eligible child.	Optional	• The CIR automatically insures children born to the Insured after the date of application once they become 15 days old, and children legally adopted by the insured, or step-children acquired by the Insured, after the date of application provided they are at least 15 days old and have not passed their 19th birthday. • Only children who are members of the Insured’s household (actually living with the Insured) at the time of application may be listed on the application and covered under CIR. • The insurance expires on the earlier of the child’s 22nd birthday or the primary insured’s age 65 Policy Anniversary.
M r (M)	Under WMD, we will waive the monthly deduction if the Insured becomes totally disabled for a period of 180 consecutive days and meets certain requirements before Age 60.	Optional	• If total disability begins on or after Attained Insurance Age 60 but before Attained Insurance Age 65 Policy Anniversary, the monthly deduction will be waived only for a limited period of time; and
r (r) r	The OIR insures the life of one or more people, other than the Insured under the policy.	Optional	• OIR is available to the insured’s spouse and/or dependent children for other Insureds Issue Ages of 0-75. • The minimum OIR Specified Amount is $25,000 and the maximum is $249,999. • The OIR Specified Amount cannot exceed the policy Specified Amount by more than $50,000. • The OIR does not develop Policy Value.

Additional Information About Optional Benefits

When you purchase your policy, you may add any available optional benefits to your policy in the form of riders for an additional charge (unless otherwise noted).

( ). If the Insured is terminally ill and death is expected to occur within six months (in AZ, AR, CT, DC, DE, MT, ND and SD) or within twelve months (in all other states), the rider provides that you can withdraw a portion of the death benefit prior to death.

Example:

John Doe purchases a policy with a $200,000 Specified Amount and the Accelerated Benefit Rider for Terminal Illness (ABR-TI). John receives a terminal illness diagnosis as defined in the policy. He elects to receive an advance of the death benefit under the ABR-TI. At that time, there are no outstanding loans on the policy and the Specified Amount is $200,000. He elects to receive the maximum lump sum amount available to be accelerated which is 50% x $200,000 = $100,000. A one time administrative charge equal to $250 will be paid to us using an additional accelerated benefit and increasing the total accelerated benefit. The total accelerated benefit will create a lien against the policy that will be charged interest as described in the policy. The interest charged will be paid by additional accelerated benefits and will be added to the total accelerated benefit. The policy's proceeds payable to the Beneficiary at the time of John's death will be the base policy death benefit less the total accelerated death benefit.

r ( ). ADB provides an additional death benefit if the Insured's death is caused by accidental injury.

Example:

John Doe purchases a base policy with a $200,000 Specified Amount and includes an Accidental Death Benefit (ADB) rider with an accidental death benefit equal to $100,000. Prior to John's Attained Insurance Age 70 Policy Anniversary, he dies within 180 days of an accidental injury and his death was a direct result of the accidental injury. The total Proceeds payable to the Beneficiary will be $300,000 which is equal to the base policy Proceeds of $200,000 plus the accidental death benefit of $100,000.

r r ( ). AIBR provides an increase in the Specified Amount at a designated percentage on each Policy Anniversary until the earliest of the Insured's Attained Insurance Age 65 or the occurrence of certain other events, as described in the rider.

Example:

John Doe purchases a base policy with a $200,000 Specified Amount and the Automatic Increase Benefit Rider (AIBR) of 5%. On the first policy anniversary, the Specified Amount will increase to $210,000 which is the original Specified Amount of $200,000 times 1.05. A similar increase will automatically occur on each Policy Anniversary and no evidence of insurability will be required. The maximum amount of each annual increase is $25,000 and the lifetime maximum of all annual increases combined is $750,000. Automatic increases will occur until the earlier of John's Attained Insurance Age 65 Policy Anniversary or the lifetime maximum increase is reached.

r' r r ( ) CIR provides level term coverage on each eligible child.

Example:

Jane Doe purchases a base policy and the Children's Insurance Rider with a rider benefit amount equal to $8,000. John Doe is the insured of the base policy and Jane is the owner. All of John's children, as defined in the policy, are insured under this rider. If a child of John's dies prior to the child's 22nd birthday and John's Attained Insurance Age 65 Policy Anniversary, the $8,000 rider benefit will be paid to Jane.

r M r (M). Under WMD, we will waive the monthly deduction for a period of time if the Insured becomes totally disabled.

Example:

John Doe purchases a base policy and the Waiver of Monthly Deduction rider. At Attained Insurance Age 55, John becomes totally disabled (as defined in the policy) and meets the requirements of the rider to qualify for waiver of the monthly deductions under the rider. We will waive the monthly deduction of the policy, this rider and all other riders attached to the policy. For any month that the monthly deduction is being waived the Death Benefit Guarantee premium for that month will be zero. Since the disability began prior to John's Attained Insurance Age 60 Policy Anniversary, we will waive monthly deductions until either John is no longer considered totally disabled or John's Attained Insurance Age 100 Policy Anniversary.

r r r ( )

You can arrange to have Policy Value transferred from one account to another automatically. Only one automated transfer arrangement can be in effect at any time. You can transfer all or part of the value of a Subaccount to one or more of the other Subaccounts and/or to the Fixed Account. You can transfer all or part of the Fixed Account Value, minus Indebtedness, to one or more of the Subaccounts. Only one account can be used as the source of funds for any automated transfer arrangement. If the Fixed Account is the source of funds for the arrangement, you cannot set up an automated transfer amount that would deplete the Fixed Account in less than 12 months.

The minimum automated transfer amount is $50. On the date of a transfer, if the Policy Value in the source of funds account is less than the amount to be transferred under the arrangement, the transfer will not be processed.

If you made a transfer from the Fixed Account to one or more Subaccounts, you may not make a transfer from those Subaccounts back to the Fixed Account until the next Policy Anniversary.

You may make automated transfers by choosing a schedule we provide. You must allow seven days for us to change any automated transfer arrangement instructions that are currently in place.

Example:

John Doe purchases a base policy. He makes a one-time premium payment at issue of $120,000 and allocates it all to the Fixed Account. He sets up an automated transfer arrangement to transfer $10,000 a month from the Fixed Account equally into two subaccounts over a 12-month period. The following shows the transaction that will automatically take place each of the next 12 months.

		#1	#2
Monthly	-10,000	+5,000	+5,000

Dollar-cost averaging involves investing a fixed amount at regular intervals. For example, you might have a set amount transferred monthly from a relatively conservative Subaccount to a more aggressive one, or to several others. This systematic approach can help you benefit from fluctuations in Accumulation Unit values caused by

Example:

John Doe purchases a base policy and requests quarterly automatic asset rebalancing. The following shows what transactions will take place on a quarterly asset rebalancing date to reallocate the $200,000 value in the Subaccounts according to the chosen Subaccount percentage allocations.

	r	r	r	r
		$50,000		$50,000
#1	50%	$120,000	-$20,000	$100,000
#2	25%	$45,000	+$5,000	$50,000
#3	25%	$35,000	+15,000	$50,000
		$250,000		$250,000

. For additional information about these standard benefits, please see the corresponding headings under “Keeping the Policy in Force.”

. For two years after the policy is issued, we may allow you to exchange your policy for a life insurance policy with benefits that do not vary with the investment experience of the Subaccounts (“Fixed Benefit Policy”). This is accomplished by a transfer of all of the value in the Subaccounts to the Fixed Account without charge. The rules for transferring from the Subaccounts to the Fixed Account following a Fixed Account to Subaccount transfer will be waived only once.

Depending on the timing and the individual circumstances surrounding the exchange, the Fixed Benefit Policy will be on the life of the same Insured and at the time of the exchange will have the same Policy Date and issue age and a death benefit at least as great as the initial death benefit of your policy (assuming no decrease in Specified Amount prior to the exchange). The exchange may be subject to an equitable cash adjustment, which will recognize the investment performance of the policy through the effective date of the exchange and may have tax consequences. An exchange will be effective when we receive a written request in Good Order.

Example:

John Doe lives in California and is the Owner and Insured of a variable universal life insurance policy. Twelve months after the policy is issued, John decides he would rather own a policy that is not subject to the investment experience of the Funds in which the Variable Account divisions that support his policy invest, and would rather own a policy that earns a fixed rate of interest. Subject to the company’s requirements, John has up to twelve more months to exchange his variable policy for a fixed policy without the company requiring evidence of insurability.

We reserve the right to do any of the following:

- make any changes necessary to maintain the status of the policy as life insurance under the Code;
- make other changes required under federal or state law relating to life insurance;
- suspend or discontinue sale of the policies; and
- comply with applicable law.

We will give you any required notice and receive any regulatory approval before we make any of these changes.

Policy Loans

You may borrow against your policy at any time by written or telephone request. (See “Two Ways to Request a Transfer, Loan or Surrender” for the address and telephone numbers for your requests.) Generally, we will process your loan within seven days after we receive your request in Good Order at our Service Center (for exceptions — see “Deferral of Payments,” under “Payment of Policy Loans, Surrenders and Death Benefit Proceeds”). We will mail loan payments to you by regular mail. If you request express mail delivery or an electronic fund transfer to your bank, we will charge a fee. For instructions, please contact your sales representative.

Minimum Loan Amounts

Generally, the minimum you can borrow from your policy is $500. Please see your policy for further details.

Maximum Loan Amounts

- In Texas, 100% of the Fixed Account Value and 85% of the Variable Account Value, minus a pro rata portion of Surrender Charges.
- In Alabama, 100% of the Policy Value minus Surrender Charges.
- In Virginia, 90% of the Policy Value minus Surrender Charges.
- In all other states, 85% of the Policy Value minus Surrender Charges.
- For phone requests, if loan Proceeds are being sent to your address of record, the maximum loan amount is $100,000.

The amount available at any time for a new loan is the maximum loan value less any existing Indebtedness. When we compute the amount available, we reserve the right to deduct from the loan value interest for the period until the next Policy Anniversary and monthly deductions that we will take until the next Policy Anniversary.

Allocation of Loans to Accounts

Unless you specify otherwise, we will make the loan from the Fixed Account and the Subaccounts in proportion to their values at the end of the Valuation Period during which we receive your request. When we make a loan from a Subaccount, we redeem Accumulation Units and transfer the Proceeds into the Fixed Account. In determining these proportions, we first subtract the amount of any outstanding Indebtedness from the Fixed Account Value.

Repayments

We will allocate loan repayments to Subaccounts and/or the Fixed Account using the premium allocation percentages in effect unless you tell us otherwise. Repayments must be in amounts of at least $25.

Overdue Interest

If you do not pay accrued interest when it is due, we will increase the amount of Indebtedness in the Fixed Account to cover the amount due. Interest added to a policy loan will be charged the same interest rate as the loan itself. We will take that interest from the Fixed Account and the Subaccounts with value on a Pro-Rata Basis. If the value in the Fixed Account or any Subaccount is not enough to pay the interest allocated, we will take all of the interest from all of the accounts in proportion to their value, minus Indebtedness.

Effect of Policy Loans

A policy loan, whether or not repaid, affects cash value over time because the loan amount is subtracted from the Subaccounts, and/or Fixed Account as collateral. The loan collateral does not participate in the investment performance of the Subaccounts. The loan collateral earns interest at the minimum guaranteed rate of 4.5% in the Fixed Account. Payment of this interest is subject to the creditworthiness and continued claims-paying ability of RiverSource Life Insurance Company. Loan interest is charged daily and payable at the end of the policy year at the guaranteed loan interest rates shown under Policy Data. Please note that the interest rate charged on a policy loan is effectively offset by the interest credited on the loan collateral as described above. The interest rate charged on the loan is guaranteed not to exceed the stated maximum in the Periodic Charges Other than Fund Operating Expenses section of this prospectus. Starting in year 11 of the policy, the current non-guaranteed charge will be equal to the interest rate earned on the loan collateral. A loan reduces the policy surrender value. If the loan causes the Cash Surrender Value to drop to zero, the policy will Lapse. The death benefit is reduced by loan Indebtedness. A loan may also cause the DBG to terminate.

Policy Surrenders

You may cancel the policy, otherwise known as a Full Surrender, while it is in force and receive its Cash Surrender Value or take a partial surrender out of your policy. The Cash Surrender Value is the Policy Value minus Indebtedness minus any applicable Surrender Charges. Surrender Charges affect the surrender value, which is a measure we use to determine whether your policy will enter a grace period (and possibly Lapse, which may have adverse tax consequences, see “Tax Risk”). If you surrender your policy, you receive its Cash Surrender Value. (See “Loads, Fees and Charges.”)

A partial surrender will reduce the Policy Value and the death benefit and may terminate the DBG. Additionally, for Option 1 policies, a partial surrender will reduce the Specified Amount. Partial surrenders are available within certain limits for a fee. After the first policy year, you may take a partial surrender of any amount from $500 up to 85% of the policy’s Cash Surrender Value. Partial surrenders by telephone are limited to $100,000, provided that surrender Proceeds are sent to your address of record. Unless you specify otherwise, we will make partial surrenders from the Fixed Account and Subaccounts on a Pro Rata Basis.

Surrender Charges apply to this policy for the first ten years and for ten years after an increase in the Specified Amount. Surrender Charges can significantly reduce Policy Values. Poor investment performance can also significantly reduce Policy Values. During early policy years the Cash Surrender Value may be less than the premiums you pay for the policy.

Example:

John Doe purchases a base policy with a $200,000 Specified Amount and makes premium payments of $2,000 in the first policy year and an additional $10,000 in the third policy year. At the beginning of the second policy year, the Policy Value is $1,900 and the Surrender Charge is $2,084. If he decides to do a Full Surrender, the Proceeds would be $0 which is the $1,900 Policy Value minus the $2,084 Surrender Charge. At the beginning of the eighth policy year, the Policy Value is $12,500 and the Surrender Charge is $1,215.67. If he decides to do a Full Surrender, the Proceeds would be $11,284.33 which is the $12,500 Policy Value minus the $1,215.67 Surrender Charge.

If your policy Lapses or is fully surrendered with an outstanding policy loan, you may experience a significant tax cost.

- You will be taxed on any earnings in the policy. Generally, a policy has earnings to the extent the cash value plus any outstanding loans exceeds the investment in the contract.
- For non-MEC policies, it could be the case that a policy with a relatively small existing cash value could have significant as yet untaxed earnings that will be taxed upon Lapse or surrender of the policy.

Two Ways to Request a Transfer, Loan or Surrender

You can request a transfer, loan or surrender by mail or by phone. You will be required to provide your name, policy number, Social Security Number or Taxpayer Identification Number when you request a transfer, loan or partial surrender. Failure to provide a Social Security Number or Taxpayer Identification Number may result in mandatory income tax withholding on the taxable portion of the distribution.

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To request a transfer, loan or surrender by mail, please call us at the number below or contact your sales representative to obtain the required request form. Mail the completed request form to:

Regular mail:

0100 r r
M r, M r

Express mail:

0200 r r
M r, M r

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1- 00- 2- 1

- We answer telephone requests promptly, but you may experience delays when 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, loan or partial surrender requests believed to be authentic and will use reasonable procedures to confirm that they are. These include asking identifying questions and recording calls. As long as these procedures are followed, neither we nor our affiliates will be liable for any loss resulting from fraudulent requests.
- We make telephone transfers, loans and partial surrenders available automatically. If you do not want telephone transfers, loans and partial surrenders to be made from your account, please write and tell us.

1

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

We will charge you a fee if you request express mail delivery. (See “Fees for Express Mail and Electronic Fund Transfers of Loan or Surrender Proceeds”.)

2

- request that payment be wired to your bank account;
- pre-authorization required.

We will charge you a fee if you request electronic fund transfer. (See “Fees for Express Mail and Electronic Fund Transfers of Loan or Surrender Proceeds”.)

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 policy Owner or to an address other than the address of record. These requirements will be designed to ensure policy Owner instructions are genuine and to prevent fraud.

Payment of Policy Loans, Surrenders and Death Benefit Proceeds

We will pay Proceeds when:

- you surrender the policy; or
- you take a policy loan; or
- the Insured dies; or
- the policy Maturity Date is reached, which occurs when the Insured reaches Attained Insurance Age 100.

We pay all death benefit Proceeds by check (unless the Beneficiary has chosen to have death benefit Proceeds directly

Federal Taxes

The following is a general discussion of the policy's federal income tax implications. It is not intended as tax advice. Because the effect of taxes on the value and benefits of your policy depends on your individual situation, YOU SHOULD CONSULT A TAX ADVISOR TO FIND OUT HOW THESE GENERAL CONSIDERATIONS APPLY TO YOU. The discussion is based on our understanding of current federal income tax laws and of how the IRS currently interprets them. Both the laws and their interpretation may change.

You should make the decision as to who the Owner and the Beneficiary will be after consultation with your tax and legal advisors. These decisions may significantly affect the amount due for federal and state income tax, gift tax and estate or inheritance tax and also your ownership rights to the policy.

The policy is intended to qualify as a life insurance policy for federal income tax purposes. To that end, the provisions of the policy are to be interpreted to ensure or maintain this tax qualification. We reserve the right to change the policy in order to ensure that it will continue to qualify as life insurance for tax purposes. We will send you a copy of any changes.

If any amounts are (or are deemed to be) taxable distributions to the policy Owner, such amounts will generally be subject to federal income tax and possibly a tax penalty, and may be subject to federal withholding pursuant to the Code. (See "Taxation of Policy Proceeds.") Such amounts will also be subject to tax reporting. Reporting may also be required in the event of certain ownership changes, a policy exchange or other

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.) Generally, part or all of any pre-death Proceeds received through full surrender, Lapse, partial surrender, maturity, or payment options may be subject to federal (and state, if applicable) income tax as ordinary income to the extent of any earnings in the contract. Depending on the situation, these rules may also apply to policy loans and an assignment of the policy as collateral. It is possible that the amount of taxable income generated at the Lapse or surrender or maturity of a policy with a loan may exceed the actual amount of cash received. In some cases, the tax liability depends on whether the policy is or becomes a modified endowment contract (explained in the following table). The taxable amount may also be subject to an additional 10% IRS penalty tax if the policy is a modified endowment contract and you are younger than age 59½. (See “Penalty tax” under “Modified Endowment Contracts.”)

Full surrender or maturity:	You will be taxed on the amount received, plus any Indebtedness, minus your investment in the policy.[1] You will be taxed on any earnings in the policy at the time of full surrender — these earnings may be part of the policy cash value or part of loans previously taken. It could be the case that a policy with a relatively small existing Cash Surrender Value could have significant earnings that will be taxed upon surrender of the policy.
Lapse:	You will be taxed on any Indebtedness minus your investment in the policy.[1] You will be taxed on any earnings in the policy at the time of Lapse — these earnings may be part of the policy cash value or part of

Modified Endowment Contracts

Your policy is a modified endowment contract if:

- you apply for it or materially change it on or after June 21, 1988; and
- the premiums you pay in the first seven years of the policy, or the first seven years following a material change, exceed certain limits.

If you exchanged a policy that is a modified endowment contract, your new policy also will be a modified endowment contract. If you exchanged a policy that is a non-modified endowment contract, your new policy may become a modified endowment contract.

We have procedures for monitoring whether your policy becomes a modified endowment contract. We calculate modified endowment contract limits when we issue the policy. We base these limits on the benefits we provide under the policy and on the Risk Classification, sex and age of the Insured. We recalculate these limits later if certain increases or reductions in benefits occur.

If you pay a premium that causes your policy to become a modified endowment contract under the Code, we will notify you in writing. If you do not want your policy to remain a modified endowment contract, you can choose one of the following options within the time period stated in the notice:

- ask us to refund the excess premium that caused the policy to become a modified endowment contract, plus interest; or
- ask us to apply the excess premium to your policy at a later date when it would not cause the policy to become a modified endowment contract.

You do not have to choose either of these options. If you do not choose one of these options, your policy will remain a modified endowment contract for the life of the policy. (See "Modified Endowment Contracts" in the table under "Taxation of Policy Proceeds.")

We recalculate limits when an increase is a "material change." Almost any increase you request, such as an increase in Specified Amount, the addition of a rider benefit or an increase in an existing rider benefit,[1] is a material change. An automatic increase under the terms of your policy, such as an increase in death benefit due to operation of the applicable percentage table described in the "Proceeds Payable upon Death" section or an increase in Policy Value growth under Option 2, generally is not a material change. A policy becomes a modified endowment contract if premiums you pay in the first seven years following a material change exceed the recalculated limits.

When you reduce benefits within seven years after we issue the policy or after the most recent material change, we recalculate the limits as if the reduced level of benefits had been in effect for the entire applicable seven-year period. In most cases, this recalculation will further restrict the amount of premiums that you can pay without exceeding modified endowment contract limits. If the premiums you have already paid exceed the recalculated limits, the policy will become a modified endowment contract with applicable tax implications even if you do not pay any further premiums.

Modified endowment contract rules apply to distributions in the year the policy becomes a modified endowment contract and in all subsequent years. In addition, the rules apply to distributions taken two years before the policy becomes a modified endowment contract because the IRS presumes that you took a distribution in anticipation of that event.

The IRS treats all modified endowment contracts issued by the same insurer (or possibly affiliated companies of the insurer) to the same Owner during any calendar year as one policy for purposes of determining the amount of any loan or distribution that is taxable.

If a policy is a modified endowment contract, the taxable portion of pre-death Proceeds from a full surrender, maturity, Lapse, partial surrender, policy loan or assignment of Policy Value or certain payment options may be subject to a 10% penalty tax unless:

- the distribution occurs on or after the date that the Owner attains age 59½;
- the distribution is attributable to the Owner becoming disabled (within the meaning of Section 72(m)(7) of the Code); or
- the distribution is part of a series of substantially equal periodic payments made at least once a year over the life (or life expectancy) of the Owner or over the joint lives (or life expectancies) of the Owner and the Owner's Beneficiary.

(See "Taxation of Policy Proceeds" "Pre-death Proceeds" and accompanying table.)

[1] Please note that any Other Insured Rider (OIR) currently in force on a policy cannot be increased. Also, this rider is no longer available for purchase.

Other Tax Considerations

- The Insured is, at the time the contract is issued a director, a *highly compensated employee* as defined by reference to the qualified plan rules in Section 414(q) or one of the 35% most highly compensated individuals within the meaning of self-insured health plans;
- The death benefits are paid to a member of the family of the Insured, any individual who is the designated Beneficiary of the Insured under the contract (other than the employer), a trust established for the benefit of any such member of the family or designated Beneficiary, or the estate of the Insured; or
- The amount is used to purchase an equity (or capital or profits) interest in the employer from a family member of the Insured, an individual who is a designated Beneficiary, a trust established for the benefit of a family member or designated Beneficiary, or the estate of the Insured.

The notice and consent requirements are met if, before the issuance of the policy, the employee:

- Is notified in writing that the applicable policyholder intends to insure the employee's life and of the maximum face amount for which the employee could be Insured at the time the contract was issued;
- Provides written consent to being Insured under the contract and that such coverage may continue after the Insured terminates employment; and
- Is informed in writing that an applicable policyholder will be a Beneficiary of any Proceeds payable upon the death of the employee.

Split Dollar Arrangements

The following is a general discussion of the federal income tax implications of a split dollar arrangement entered into or materially modified after Sept. 17, 2003. You should consult your legal and tax advisors before developing or entering into a split dollar arrangement.

A typical split-dollar life insurance agreement is an arrangement under which two parties agree to share the costs and benefits of a permanent life insurance contract which provides both a death benefit and cash values. The arrangement divides or "splits" between two parties the death benefit and the cash value of the policy or other economic benefits under the contract. The objective of a split dollar arrangement is to join together the life insurance needs of one party with the premium paying ability of another. The typical split dollar arrangement is between an employer and an employee, but the arrangement may be used in other relationships, such as between a corporation-shareholder, a parent and a child, or a donor and a charity.

Traditionally, there have been two types of split dollar arrangements. In the "endorsement" system, the employer owns the policy and is responsible for the payment of the annual premiums. The employee is then required to reimburse the employer for his or her share, if any, of the premiums. The "collateral assignment system" is described as a system in which the employee in form owns the policy and pays the entire premium. The employer in form makes annual loans (sometimes without interest or below the fair rate of interest), to the employee of amounts equal to the yearly increases in the Cash Surrender Value, but not exceeding the annual premiums. The employee executes an assignment of the policy to the employer as collateral security for the loans. The loans are generally payable at the termination of employment or the death of the employee. In a reverse split dollar plan, the payor of the premiums retains the life insurance protection and another party owns the rights to the cash value of the policy.

The Treasury regulations define a split dollar life insurance arrangement as any arrangement between an Owner of a life insurance contract and a non-owner of the contract under which either party to the arrangement pays all or part of the premiums, and one of the parties paying the premiums is entitled to recover (either conditionally or unconditionally) all or any portion of those premiums and such recovery is to be made from, or is secured by, the Proceeds of the contract. The definition is not intended to include life insurance plans where only one party has all the rights to the policy such as group-term plans (Section 79 of the Code), executive bonus arrangements or key-person plans.

Under a special rule, any arrangement between an Owner and a non-owner of a life insurance contract is treated as a split-dollar life insurance arrangement (regardless of whether the criteria set forth above are satisfied) if the arrangement is entered into in connection with the performance of services and is not part of a group-term life insurance plan described in Section 79, the employer or service recipient pays, directly or indirectly, all or any portion of the premiums; and either (1) the Beneficiary of all or any portion of the death benefit is designated by the employee or service provider or is any person whom the employee or service provider would reasonably be expected to designate as the Beneficiary; or (2) the employee or service provider has any interest in the policy cash value of the life insurance contract. For example, in a compensatory context in which the employer owns the contract, the employee must include in gross income the value of any interest in the Cash Surrender Value of the contract provided to the employee during a taxable year.

Another special rule provides that an arrangement is a split-dollar arrangement (regardless of whether the criteria set forth above are satisfied) if the arrangement is entered into between a corporation and another person in that person's capacity as a shareholder in the corporation; the corporation pays, directly or indirectly, all or any portion of the

The regulations add attribution rules to determine the Owner of a policy. Under these rules, if a split-dollar life insurance arrangement is entered into in connection with the performance of services, the employer or service recipient is treated as the Owner of the life insurance contract if the Owner under the split-dollar life insurance arrangement is: (a) a trust described in Section 402(b); (b) A grantor trust that is treated as owned by either the employer or the service recipient; (c) a welfare benefit fund within the meaning of Section 419(e)(1); or (d) certain related parties.

If you are considering a split dollar arrangement, you should consult your legal and tax advisor.

The Section 409A regulations explain that a split-dollar life insurance arrangement may provide for deferred compensation, as determined through application of the general rules defining deferred compensation and a nonqualified deferred compensation plan. Notice 2007-34 was issued concurrently with the regulations under Section 409A to provide guidance regarding the application of Section 409A to split-dollar life insurance arrangements. The Notice confirms that many split-dollar arrangements are not subject to Section 409A and provides that certain modifications of these arrangements necessary to comply with, or avoid application of, Section 409A will not be treated as material modifications under the split dollar rules. The Notice further clarifies that a split-dollar arrangement generally provides for deferred compensation if the service provider has a legally binding right during a taxable year to compensation that is payable to or on behalf of the provider in a later year. In addition, the regulations under Section 409A provide additional categories of plans for purposes of the aggregation rules, including a separate category for split-dollar arrangements.

Distribution of the Policy

RiverSource Distributors, Inc. (RiverSource Distributors), our affiliate, serves as the principal underwriter and general distributor of the policy. Its office is located at 70100 Ameriprise Financial Center, Minneapolis, MN 55474. RiverSource Distributors is a wholly-owned subsidiary of Ameriprise Financial, Inc.

Although we no longer offer the policy for sale, you may continue to make premium payments if permitted under the terms of your policy. We paid commissions to an affiliated selling firm of up to 95% of the initial target premium (annualized) when the policy was sold, plus we pay up to 5.7% of all premiums in excess of the target premium. We determine the target premium, according to age, gender and Risk Classification of the Insured at the time of issue as well as by the Specified Amount of the policy for as long as the policy remains in effect. At the end of policy years one through ten, we pay our sales representatives a service fee of up to .30% of the Policy Value, less Indebtedness. We pay additional commissions to our representatives if an increase in coverage occurs.

The above commissions and service fees compensate our sales representative for selling and servicing the policy. These commissions do not change depending on which Subaccounts you choose to allocate your premium. We also may pay additional commissions to help compensate the field leadership and pay for other distribution expenses and benefits noted below. Our sales representative may be required to return sales commissions under certain circumstances including, but not limited to, if you return the policy under the free look period.

From time to time and in accordance with applicable laws and regulations, we may also pay or provide the selling firm with various cash and non-cash promotional incentives including, but not limited to bonuses, short-term sales incentive

- 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.

Legal Proceedings

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

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

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

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.

How We Handle Policies Under Unclaimed Property Laws

Every state has unclaimed property laws which generally declare insurance policies to be abandoned after a period of inactivity of one to five years from either 1) the policy's maturity date (actual or deemed by statute) or 2) the date the death benefit is due and payable. If we determine that the death benefit has become payable, we will use our best efforts to locate you or your designated beneficiaries. If we are unable to locate a Beneficiary, the death benefit 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 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 death benefit Proceeds, the state is obligated to pay any such Proceeds it is holding.

Financial Statements

You can find our audited financial statements and the audited financial statements of the divisions, which are comprised of Subaccounts, in the SAI. The SAI does not include audited financial statements for divisions that are new (if any) and have no activity as of the financial statement date.

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Seeks to provide shareholders with a high level of current income while attempting to conserve the value of the investment for the longest period of time.	Columbia Variable Portfolio - Intermediate Bond Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.64%	6.19%	1.47%	2.12%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Large Cap Growth Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.85%	42.95%	18.14%	13.51%
Seeks to provide shareholders with long-term capital appreciation.	Columbia Variable Portfolio - Large Cap Index Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.38%	25.82%	15.23%	11.56%
Seeks to provide shareholders with a level of current income consistent with preservation of capital.	Columbia Variable Portfolio - Limited Duration Credit Fund (Class 2) *Columbia Management Investment Advisers, LLC*	0.66%[2]	6.66%	2.36%	1.65%
Seeks to provide shareholders with capital appreciation.	Columbia Variable Portfolio - Overseas Core Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.92%	15.47%	8.09%	3.51%
Seeks to provide shareholders with long-term growth of capital.	Columbia Variable Portfolio - Select Large Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.83%	5.23%	11.99%	8.99%
Seeks to provide shareholders with growth of capital.	Columbia Variable Portfolio - Select Mid Cap Growth Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.95%[2]	25.08%	12.93%	9.51%
Seeks to provide shareholders with long-term growth of capital.	Columbia Variable Portfolio - Select Mid Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.95%[2]	10.18%	13.20%	8.29%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.98%[2]	12.97%	10.05%	6.32%
Seeks to provide shareholders with current income as its primary objective and, as its secondary objective, preservation of capital.	Columbia Variable Portfolio - U.S. Government Mortgage Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.59%	5.55%	0.04%	1.45%

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The portfolio is designed to achieve positive total return relative to the performance of the Bloomberg Commodity Index Total Return ("BCOM Index").	Credit Suisse Trust - Commodity Return Strategy Portfolio, Class 1 *Credit Suisse Asset Management, LLC*	1.05%	(9.11%)	7.23%	(1.21%)
Non-diversified fund that seeks to provide shareholders with total return that exceeds the rate of inflation over the long term.	CTIVP® - BlackRock Global Inflation-Protected Securities Fund (Class 3) *Columbia Management Investment Advisers, LLC, adviser; BlackRock Financial Management, Inc., subadviser; BlackRock International Limited, sub-subadviser.*	0.75%[2]	3.95%	1.04%	2.23%
Seeks to provide shareholders with long-term growth of capital.	CTIVP® - Victory Sycamore Established Value Fund (Class 3) *Columbia Management Investment Advisers, LLC, adviser; Victory Capital Management Inc., subadviser.*	0.95%	9.81%	14.18%	10.58%
Seeks capital appreciation.	DWS Alternative Asset Allocation VIP, Class B[3] *DWS Investment Management Americas Inc., adviser; RREEF America L.L.C., subadvisor.*	1.21%	5.67%	5.70%	2.63%
Seeks high level of current income.	Eaton Vance VT Floating-Rate Income Fund - Initial Class *Eaton Vance Management*	1.17%	11.21%	4.13%	3.22%
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund® Portfolio Service Class 2 *Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, subadvisers.*	0.81%	33.12%	16.36%	11.33%
Seeks high total return through a combination of current income and capital appreciation.	Fidelity® VIP Growth & Income Portfolio Service Class *Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, subadvisers.*	0.59%	18.62%	14.68%	10.16%
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio Service Class *Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, subadvisers.*	0.67%	15.00%	12.34%	8.02%

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Seeks long-term growth of capital.	Fidelity® VIP Overseas Portfolio Service Class *Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, FIL Investment Advisers, FIL Investment Advisers (UK) Limited and FIL Investments (Japan) Limited, subadvisers.*	0.83%	20.41%	9.87%	4.80%
Seeks high total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of companies located anywhere in the world that operate in the real estate sector.	Franklin Global Real Estate VIP Fund - Class 2 *Franklin Templeton Institutional, LLC*	1.25%[2]	11.43%	3.88%	3.78%
Seeks to maximize income while maintaining prospects for capital appreciation. Under normal market conditions, the fund invests in a diversified portfolio of equity and debt securities.	Franklin Income VIP Fund - Class 2 *Franklin Advisers, Inc.*	0.71%[2]	8.62%	6.98%	5.01%
Seeks capital appreciation, with income as a secondary goal. Under normal market conditions, the fund invests primarily in U.S. and foreign equity securities that the investment manager believes are undervalued.	Franklin Mutual Shares VIP Fund - Class 2 *Franklin Mutual Advisers, LLC*	0.93%	13.46%	7.81%	5.43%
Seeks long-term total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of small capitalization companies.	Franklin Small Cap Value VIP Fund - Class 2 *Franklin Mutual Advisers, LLC*	0.91%[2]	12.75%	11.06%	7.04%
Seeks long-term capital appreciation.	Goldman Sachs VIT Mid Cap Value Fund - Institutional Shares *Goldman Sachs Asset Management, L.P.*	0.84%[2]	11.42%	13.36%	8.10%

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Seeks long-term growth of capital.	Janus Henderson Enterprise Portfolio: Service Shares *Janus Henderson Investors US LLC*	0.97%	17.78%	13.14%	11.82%
Seeks long-term growth of capital.	Janus Henderson Global Technology and Innovation Portfolio: Service Shares *Janus Henderson Investors US LLC*	0.97%	54.27%	20.05%	16.86%
Seeks long-term growth of capital.	Janus Henderson Overseas Portfolio: Service Shares *Janus Henderson Investors US LLC*	1.14%	10.58%	10.92%	3.38%
Seeks long-term growth of capital.	Janus Henderson Research Portfolio: Service Shares *Janus Henderson Investors US LLC*	0.82%	42.81%	16.54%	12.21%
Seeks total return.	Lazard Retirement Global Dynamic Multi-Asset Portfolio - Service Shares[1] *Lazard Asset Management, LLC*	1.05%[2]	10.81%	4.00%	3.77%
Seeks capital growth.	LVIP American Century International Fund, Standard Class II *Lincoln Financial Investments Corporation, investment adviser; American Century Investment subadviser.*	0.95%[2]	12.57%	8.29%	4.07%
Seeks long-term capital growth. Income is a secondary objective.	LVIP American Century Value Fund, Standard Class II *Lincoln Financial Investments Corporation, investment adviser; American Century Investment subadviser.*	0.71%[2]	9.10%	11.87%	8.53%
Seeks to provide total return.	Macquarie VIP Asset Strategy, Service Class (previously Delaware Ivy VIP - Asset Strategy, Class II) *Ivy Investment Management Company*	0.85%[2]	13.90%	8.27%	3.48%
Seeks capital appreciation.	MFS®				

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Seeks long-term growth of capital. Royce invests the Fund's assets primarily in equity securities of micro-cap companies, those that have a market capitalization not greater than that of the largest company in the Russell Microcap® Index at the time of its most recent reconstitution.	Royce Capital Fund - Micro-Cap PorSeeksSeeks l75/F110o,ity				

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Additional information about RiverSource Variable Life Separate Account (Registrant) is included in the SAI. The SAI is available, without charge, upon request. To request the SAI, to obtain information about your policy or for other investor inquiries, contact your sales representative or RiverSource Life Insurance Company at the telephone number and address listed below. The SAI dated the same date as this prospectus is incorporated by reference into this prospectus.

Reports and other information about the Registrant are available on the SEC's Internet site 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 E-mail address: publicinfo@sec.gov.

Investment Company Act File #811-04298

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RiverSource Insurance

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

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