

**State:** Pennsylvania **Filing Company:** RiverSource Life Insurance Company  
**TOI/Sub-TOI:** LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified  
**Product Name:** Long Term Care  
**Project Name/Number:** 30225 1997RATES 2015/30225 1997RATES 2015

## Filing at a Glance

Company: RiverSource Life Insurance Company  
Product Name: Long Term Care  
State: Pennsylvania  
TOI: LTC04I Individual Long Term Care - Nursing Home  
Sub-TOI: LTC04I.001 Qualified  
Filing Type: Rate - M.U. (Medically underwritten)  
Date Submitted: 06/22/2015  
SERFF Tr Num: AERS-129957668  
SERFF Status: Assigned  
State Tr Num: AERS-129957668  
State Status: Received Review in Progress  
Co Tr Num: 30225 2015  
  
Implementation: On Approval  
Date Requested:  
Author(s): Jeff Pederson, Cheryl Meyer, Kathleen Felton, Peg VanDrise, Elaine Zurovski  
Reviewer(s): Jim Laverty (primary)  
Disposition Date:  
Disposition Status:  
Implementation Date:

### State Filing Description:

Proposed 27.5% increase on 3,113 policyholders of RiverSource forms 30225-PA, 30225-PA1, and 30225A-PA1

**State:** Pennsylvania **Filing Company:** RiverSource Life Insurance Company  
**TOI/Sub-TOI:** LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified  
**Product Name:** Long Term Care  
**Project Name/Number:** 30225 1997RATES 2015/30225 1997RATES 2015

## General Information

Project Name: 30225 1997RATES 2015 Status of Filing in Domicile: Not Filed  
 Project Number: 30225 1997RATES 2015 Date Approved in Domicile:  
 Requested Filing Mode: Review & Approval Domicile Status Comments:  
 Explanation for Combination/Other: Market Type: Individual  
 Submission Type: New Submission Individual Market Type:  
 Overall Rate Impact: 27.5% Filing Status Changed: 06/23/2015  
 State Status Changed: 06/23/2015  
 Deemer Date: Created By: Cheryl Meyer  
 Submitted By: Cheryl Meyer Corresponding Filing Tracking Number:

**Filing Description:**  
 This is a long-term care rate increase. Please see the attached cover letter.

## Company and Contact

### Filing Contact Information

Cheryl Meyer, Sr. Contract Analyst Cheryl.D.Meyer@ampf.com  
 9550 Ameriprise Financial Center 612-671-5583 [Phone]  
 H25/9550 612-671-3866 [FAX]  
 Minneapolis, MN 55474

### Filing Company Information

RiverSource Life Insurance CoCode: 65005 State of Domicile: Minnesota  
 Company Group Code: 4 Company Type: Life  
 9550 Ameriprise Financial Center, Group Name: Insurance  
 H22/9550 FEIN Number: 41-0823832 State ID Number:  
 Minneapolis, MN 55474  
 (612) 671-2465 ext. [Phone]

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$125.00  
 Retaliatory? Yes  
 Fee Explanation: MN rate fee  
 Per Company: Yes

Company	Amount	Date Processed	Transaction #
RiverSource Life Insurance Company	\$125.00	06/22/2015	96813602

State: Pennsylvania Filing Company: RiverSource Life Insurance Company  
TOI/Sub-TOI: LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified  
Product Name: Long Term Care  
Project Name/Number: 30225 1997RATES 2015/30225 1997RATES 2015

## Correspondence Summary

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Policy forms	Cheryl Meyer	06/23/2015	06/23/2015

SERFF Tracking #:

AERS-129957668

State Tracking #:

AERS-129957668

Company Tracking #:

30225 2015

State:

Pennsylvania

Filing Company:

RiverSource Life Insurance Company

TOI/Sub-TOI:

LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified

Product Name:

Long Term Care

Project Name/Number:

30225 1997RATES 2015/30225 1997RATES 2015

## Amendment Letter

Submitted Date:

06/23/2015

Comments:

Amending filing to include some additional sample policy forms.

Best Regards,

Cheryl Meyer

Changed Items:

*No Form Schedule Items Changed.*

*No Rate Schedule Items Changed.*

Supporting Document Schedule Item Changes	
<b>Satisfied - Item:</b>	Policy forms
<b>Comments:</b>	.
<b>Attachment(s):</b>	30271.pdf 30270.pdf 30225-PA1.pdf 30225-PA.pdf 30225A-PA1.pdf
<i>Previous Version</i>	
<b>Satisfied - Item:</b>	<i>Policy forms</i>
<b>Comments:</b>	.
<b>Attachment(s):</b>	<i>30271.pdf 30270.pdf</i>

**SERFF Tracking #:**

AERS-129957668

**State Tracking #:**

AERS-129957668

**Company Tracking #:**

30225 2015

**State:**

Pennsylvania

**Filing Company:**

RiverSource Life Insurance Company

**TOI/Sub-TOI:**

LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified

**Product Name:**

Long Term Care

**Project Name/Number:**

30225 1997RATES 2015/30225 1997RATES 2015

## Rate Information

Rate data applies to filing.

**Filing Method:**

Review and Approve

**Rate Change Type:**

Increase

**Overall Percentage of Last Rate Revision:**

15.000%

**Effective Date of Last Rate Revision:**

08/01/2013

**Filing Method of Last Filing:**

Review and Approve

## Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
RiverSource Life Insurance Company	%	25.700%	\$1,217,047	3,113	\$4,735,593	25.700%	25.700%

**SERFF Tracking #:**

AERS-129957668

**State Tracking #:**

AERS-129957668

**Company Tracking #:**

30225 2015

**State:**

Pennsylvania

**Filing Company:**

RiverSource Life Insurance Company

**TOI/Sub-TOI:**

LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified

**Product Name:**

Long Term Care

**Project Name/Number:**

30225 1997RATES 2015/30225 1997RATES 2015

## Rate/Rule Schedule

Item No.	Schedule Item Status	Document Name	Affected Form Numbers (Separated with commas)	Rate Action	Rate Action Information	Attachments
1		PA ExhVII Premiums 30225	30225-PA, 30225-PA1, 30225A-PA1	Revised	Previous State Filing Number: AERS-128789598 Percent Rate Change Request: 15	PA ExhVII_Premiums_30225_20150622.pdf,

**EXHIBIT VII**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**LIFETIME BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	62.44	46.18	116.78	86.92	146.64	108.62
41	62.44	46.18	116.78	86.92	146.64	108.62
42	62.44	46.18	116.78	86.92	146.64	108.62
43	62.44	46.18	116.78	86.92	146.64	108.62
44	62.44	46.18	116.78	86.92	146.64	108.62
45	62.44	46.18	116.78	86.92	146.64	108.62
46	67.90	51.58	122.20	92.32	154.80	116.78
47	67.90	51.58	124.92	92.32	157.48	116.78
48	70.58	51.58	127.60	95.06	160.22	119.48
49	70.58	54.32	127.60	97.76	162.96	122.20
50	73.32	54.32	130.34	97.76	165.62	124.92
51	76.04	57.02	135.74	103.20	171.08	130.34
52	81.46	59.76	141.22	105.86	179.20	135.74
53	84.16	62.44	146.64	111.32	187.34	141.22
54	89.60	67.90	154.80	116.78	198.24	149.32
55	100.46	76.04	171.08	130.34	219.94	165.62
56	108.62	84.16	187.34	143.92	238.94	187.34
57	119.48	92.32	203.64	157.48	260.68	200.96
58	133.08	103.20	225.36	171.08	285.14	219.94
59	149.32	111.32	247.12	187.34	314.98	238.94
60	165.62	130.34	271.54	214.52	344.86	271.54
61	184.66	149.32	306.84	249.82	385.58	312.28
62	203.64	160.22	333.98	266.08	423.62	333.98
63	233.52	190.08	382.86	309.52	483.34	391.00
64	263.42	206.38	429.04	336.74	540.34	426.30
65	293.28	238.94	469.72	382.86	591.92	483.34
66	320.42	255.28	505.06	404.58	638.12	510.48
67	355.70	282.42	556.64	442.62	697.86	553.94
68	391.00	320.42	605.52	494.20	757.58	616.40
69	439.88	347.56	673.42	534.94	839.04	665.28
70	486.04	385.58	738.56	586.50	915.10	727.74
71	532.22	420.90	798.30	632.68	980.24	779.28
72	583.78	464.32	871.64	695.12	999.98	841.78
73	648.94	521.36	953.08	765.74	999.98	920.48
74	714.12	575.70	999.98	839.04	999.98	991.10
75	792.90	629.98	999.98	915.10	999.98	999.98
76	885.20	700.56	999.98	999.98	999.98	999.98
77	988.38	790.16	999.98	999.98	999.98	999.98
78	999.98	871.64	999.98	999.98	999.98	999.98
79	999.98	958.52	999.98	999.98	999.98	999.98

**EXHIBIT VII**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**4 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	48.88	35.28	86.92	62.44	108.62	78.76
41	48.88	35.28	86.92	62.44	108.62	78.76
42	48.88	35.28	86.92	62.44	108.62	78.76
43	48.88	35.28	86.92	62.44	108.62	78.76
44	48.88	35.28	86.92	62.44	108.62	78.76
45	48.88	35.28	86.92	62.44	108.62	78.76
46	51.58	38.04	89.60	65.14	114.04	81.46
47	54.32	38.04	92.32	65.14	116.78	84.16
48	54.32	38.04	92.32	67.90	116.78	84.16
49	54.32	40.74	95.06	70.58	119.48	86.92
50	57.02	40.74	97.76	70.58	122.20	86.92
51	59.76	43.42	100.46	76.04	133.08	95.06
52	62.44	43.42	103.20	76.04	135.74	97.76
53	65.14	46.18	108.62	78.76	138.48	100.46
54	70.58	48.88	114.04	81.46	146.64	105.86
55	76.04	54.32	124.92	89.60	162.96	116.78
56	84.16	62.44	138.48	100.46	176.50	130.34
57	92.32	67.90	149.32	111.32	190.08	141.22
58	103.20	76.04	165.62	119.48	209.10	152.06
59	114.04	81.46	181.94	130.34	230.80	165.62
60	127.60	95.06	200.96	152.06	252.52	190.08
61	141.22	111.32	225.36	173.78	282.42	219.94
62	157.48	119.48	244.38	187.34	309.52	233.52
63	179.20	138.48	279.66	217.24	353.00	274.22
64	200.96	152.06	312.28	236.24	396.42	298.70
65	225.36	176.50	344.86	268.84	434.44	339.42
66	244.38	187.34	369.28	285.14	467.06	358.46
67	274.22	209.10	407.34	309.52	513.20	388.28
68	301.36	233.52	445.34	344.86	556.64	431.72
69	336.74	255.28	491.48	374.72	613.64	467.06
70	372.02	282.42	540.34	410.00	670.66	510.48
71	407.34	309.52	583.78	442.62	719.60	545.76
72	450.76	342.12	638.12	486.04	773.86	589.26
73	499.60	382.86	697.86	537.64	836.32	643.56
74	548.50	423.62	763.02	589.26	901.54	695.12
75	610.98	464.32	844.44	640.82	977.54	741.32
76	681.56	515.92	925.94	700.56	999.98	803.76
77	760.28	581.12	999.98	784.74	999.98	882.48
78	841.78	640.82	999.98	852.62	999.98	950.38
79	915.10	706.00	999.98	931.36	999.98	999.98
80		768.44		999.26		999.98
81		833.64		999.98		999.98
82		909.66		999.98		999.98
83		991.10		999.98		999.98
84		999.98		999.98		999.98

**EXHIBIT VII**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**3 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	43.42	32.62	76.04	57.02	95.06	70.58
41	43.42	32.62	76.04	57.02	95.06	70.58
42	43.42	32.62	76.04	57.02	95.06	70.58
43	43.42	32.62	76.04	57.02	95.06	70.58
44	43.42	32.62	76.04	57.02	95.06	70.58
45	43.42	32.62	76.04	57.02	95.06	70.58
46	46.18	35.28	78.76	59.76	100.46	76.04
47	46.18	35.28	81.46	62.44	103.20	78.76
48	48.88	35.28	84.16	62.44	105.86	78.76
49	48.88	38.04	84.16	65.14	105.86	81.46
50	51.58	38.04	86.92	65.14	108.62	81.46
51	54.32	40.74	89.60	67.90	114.04	89.60
52	54.32	40.74	92.32	70.58	116.78	92.32
53	59.76	43.42	97.76	73.32	124.92	97.76
54	62.44	46.18	103.20	78.76	130.34	100.46
55	67.90	51.58	111.32	84.16	143.92	108.62
56	76.04	57.02	122.20	95.06	157.48	119.48
57	84.16	65.14	133.08	103.20	171.08	133.08
58	92.32	70.58	149.32	114.04	190.08	143.92
59	103.20	78.76	162.96	124.92	209.10	157.48
60	114.04	89.60	179.20	141.22	228.12	179.20
61	127.60	103.20	200.96	162.96	252.52	203.64
62	141.22	111.32	219.94	173.78	279.66	219.94
63	162.96	130.34	255.28	206.38	320.42	257.94
64	181.94	143.92	282.42	222.66	355.70	279.66
65	200.96	165.62	309.52	252.52	388.28	317.70
66	219.94	176.50	331.30	266.08	415.48	333.98
67	247.12	195.50	366.58	290.56	461.58	366.58
68	274.22	222.66	401.88	325.84	502.34	410.00
69	304.12	241.68	442.62	353.00	551.22	439.88
70	333.98	266.08	486.04	385.58	602.84	477.90
71	363.84	287.80	521.36	412.74	640.82	507.78
72	404.58	323.10	575.70	458.92	697.86	553.94
73	450.76	363.84	632.68	507.78	760.28	610.98
74	494.20	396.42	686.98	553.94	809.16	651.70
75	548.50	434.44	757.58	600.08	877.06	697.86
76	608.22	480.64	825.48	654.40	947.64	749.46
77	684.28	548.50	925.94	738.56	999.98	833.64
78	763.02	608.22	999.98	809.16	999.98	898.78
79	822.74	662.54	999.98	874.32	999.98	961.22
80		711.44		925.94		999.98
81		768.44		991.10		999.98
82		825.48		999.98		999.98
83		879.80		999.98		999.98
84		928.68		999.98		999.98

**EXHIBIT VII**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**2 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	38.04	27.14	65.14	48.88	81.46	59.76
41	38.04	27.14	65.14	48.88	81.46	59.76
42	38.04	27.14	65.14	48.88	81.46	59.76
43	38.04	27.14	65.14	48.88	81.46	59.76
44	38.04	27.14	65.14	48.88	81.46	59.76
45	38.04	27.14	65.14	48.88	81.46	59.76
46	38.04	29.86	67.90	51.58	84.16	62.44
47	40.74	29.86	70.58	51.58	86.92	65.14
48	40.74	29.86	70.58	51.58	86.92	65.14
49	40.74	29.86	70.58	51.58	89.60	67.90
50	43.42	32.62	73.32	54.32	92.32	73.32
51	43.42	32.62	76.04	57.02	95.06	76.04
52	46.18	35.28	78.76	59.76	100.46	78.76
53	48.88	38.04	81.46	62.44	103.20	81.46
54	51.58	38.04	86.92	65.14	111.32	81.46
55	57.02	43.42	95.06	70.58	122.20	92.32
56	65.14	46.18	105.86	76.04	135.74	97.76
57	70.58	54.32	114.04	86.92	146.64	111.32
58	78.76	59.76	124.92	95.06	160.22	122.20
59	86.92	65.14	138.48	105.86	173.78	133.08
60	100.46	73.32	157.48	116.78	198.24	146.64
61	108.62	81.46	171.08	127.60	214.52	160.22
62	122.20	92.32	192.78	146.64	244.38	184.66
63	138.48	100.46	214.52	157.48	271.54	198.24
64	160.22	114.04	247.12	179.20	312.28	225.36
65	176.50	127.60	268.84	195.50	339.42	247.12
66	198.24	141.22	298.70	214.52	374.72	268.84
67	217.24	154.80	323.10	228.12	407.34	287.80
68	238.94	173.78	353.00	255.28	439.88	317.70
69	260.68	187.34	380.16	271.54	475.18	339.42
70	282.42	206.38	407.34	298.70	505.06	369.28
71	309.52	225.36	442.62	320.42	545.76	393.74
72	336.74	244.38	477.90	347.56	581.12	420.90
73	366.58	268.84	510.48	377.46	613.64	453.42
74	401.88	295.98	556.64	410.00	657.08	483.34
75	442.62	320.42	610.98	442.62	706.00	513.20
76	488.78	355.70	665.28	483.34	765.74	553.94
77	543.08	396.42	733.14	534.94	822.74	602.84
78	597.40	437.18	795.60	583.78	885.20	648.94
79	654.40	477.90	866.16	629.98	944.96	700.56
80		521.36		678.84		752.12
81		570.22		733.14		811.90
82		621.78		790.16		874.32
83		678.84		852.62		939.50
84		741.32		920.48		999.98

SERFF Tracking #:

AERS-129957668

State Tracking #:

AERS-129957668

Company Tracking #:

30225 2015

State: Pennsylvania

Filing Company:

RiverSource Life Insurance Company

TOI/Sub-TOI: LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified

Product Name: Long Term Care

Project Name/Number: 30225 1997RATES 2015/30225 1997RATES 2015

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Transmittal Letter (A&H)
<b>Comments:</b>	
<b>Attachment(s):</b>	PA CovLtr_30225_20150622.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Actuarial Certification (A&H)
<b>Bypass Reason:</b>	na
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Actuarial Memorandum and Explanatory Information (A&H)
<b>Comments:</b>	
<b>Attachment(s):</b>	PA ActMem_30225_20150622.pdf PA Supplement_to_ActMem_30225_20150622.pdf PA Supplement_Exhibits_30225_20150622.xlsx
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Advertisements (A&H)
<b>Bypass Reason:</b>	na
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Authorization to File (A&H)
<b>Bypass Reason:</b>	na
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Insert Page Explanation (A&H)
<b>Bypass Reason:</b>	na
<b>Attachment(s):</b>	

**SERFF Tracking #:**

AERS-129957668

**State Tracking #:**

AERS-129957668

**Company Tracking #:**

30225 2015

**State:**

Pennsylvania

**Filing Company:**

RiverSource Life Insurance Company

**TOI/Sub-TOI:**

LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified

**Product Name:**

Long Term Care

**Project Name/Number:**

30225 1997RATES 2015/30225 1997RATES 2015

<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Rate Table (A&H)
<b>Bypass Reason:</b>	na
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Replacement Form with Highlighted Changes (A&H)
<b>Bypass Reason:</b>	na
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Reserve Calculation (A&H)
<b>Bypass Reason:</b>	na
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Variability Explanation (A&H)
<b>Bypass Reason:</b>	na
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Third Party Document
<b>Comments:</b>	
<b>Attachment(s):</b>	Milliman_Involvement_PA_30225_20150619.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Policy forms
<b>Comments:</b>	.

**SERFF Tracking #:**

AERS-129957668

**State Tracking #:**

AERS-129957668

**Company Tracking #:**

30225 2015

**State:**

Pennsylvania

**Filing Company:**

RiverSource Life Insurance Company

**TOI/Sub-TOI:**

LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified

**Product Name:**

Long Term Care

**Project Name/Number:**

30225 1997RATES 2015/30225 1997RATES 2015

<b>Attachment(s):</b>	30271.pdf 30270.pdf 30225-PA1.pdf 30225-PA.pdf 30225A-PA1.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

**SERFF Tracking #:**

AERS-129957668

**State Tracking #:**

AERS-129957668

**Company Tracking #:**

30225 2015

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**State:**

Pennsylvania

**Filing Company:**

RiverSource Life Insurance Company

**TOI/Sub-TOI:**

LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified

**Product Name:**

Long Term Care

**Project Name/Number:**

30225 1997RATES 2015/30225 1997RATES 2015

***Attachment PA Supplement\_Exhibits\_30225\_20150622.xlsx is not a PDF document and cannot be reproduced here.***

June 22, 2015

Honorable Teresa D. Miller  
Insurance Commissioner  
Pennsylvania Insurance Department  
1326 Strawberry Square  
Harrisburg, Pennsylvania 17120

RE: RiverSource Life Insurance Company ("RiverSource Life")  
Company NAIC # 65005  
Company FEIN # 41-0823832  
SERFF Tracking # AERS-129957668  
Policy Forms: Nursing Home Indemnity Policy 30225-PA, 30225-PA1,  
and 30225A-PA1

Dear Commissioner Miller:

The referenced rate filing is being submitted by RiverSource Life Insurance Company (previously IDS Life Insurance Company) for your review.

30225-PA, 30225-PA1, and 30225A-PA1 are existing individual policy forms providing benefits for confinement in a nursing home and were previously approved in 1993, 1995, and 1997, respectively. These forms were issued in Pennsylvania from January 1993 through September 1998 and are no longer being marketed in any state, and, outside of Pennsylvania, were last issued in 2002.

The company is requesting the approval of a premium rate increase on the above-listed forms. At this time, a premium rate increase of 25.7% is being requested on the nursing home portion of the premium only. Although a larger premium rate increase is currently supportable, to minimize the impact on policyowners to the extent we can, an increase of only 25.7% is being requested in Pennsylvania at this time. Unless emerging experience improves, we believe it is likely that additional rate increases will be requested in the future.

As noted in the attached actuarial memorandum, five prior increases have been approved and implemented on these forms. A 35% increase was approved in January 2005 and implemented on each contract's next policy anniversary beginning in April 2005. A 15% increase was approved in April 2008 and implemented on each contract's next policy anniversary beginning in July 2008. A 10% increase was approved in June 2009 and implemented on each contract's next policy anniversary beginning in September 2009. A 10% increase was approved in March 2011 and implemented on each contract's next policy anniversary beginning in June 2011. A 15% increase was approved in May 2013 and implemented on each contract's next policy anniversary beginning in August 2013. These prior increases only applied to the nursing home portion of premium, including premium associated with the optional benefit increase rider; no increase has been or is being

requested for the premium associated with the optional home care rider or the optional nonforfeiture benefit rider.

As with the prior increases, the company will offer insureds affected by the premium increase the option of reducing their policy benefit to provide flexibility of choice for those insureds who wish to maintain a premium level reasonably similar to what they were paying prior to the rate increase.

The following electronic items are included in this submission:

- this cover letter;
- a letter from Milliman Inc. describing their involvement and review of this filing;
- an Actuarial Memorandum and Rate Schedules;
- a Supplement to the Actuarial Memorandum;
- a copy of policy forms 30225-PA, 30225-PA1 and 30225A-PA1 and rider forms 30270 and 30271; and
- a Microsoft Excel spreadsheet containing all numerical data.

The required retaliatory filing fee of \$125 will be paid via Electronic Funds Transfer (EFT).

The contact person for this filing is:

Cheryl Meyer  
Senior Contract Analyst  
9550 Ameriprise Financial Center  
Minneapolis, MN 55474  
(612) 671-5583  
[cheryl.d.meyer@ampf.com](mailto:cheryl.d.meyer@ampf.com)

Thank you for your assistance in reviewing this filing.

Respectfully,



Anju Gupta-Lavey, FSA, MAAA  
Director - Actuary  
RiverSource Life Insurance Company

Enclosures

**RIVERSOURCE LIFE INSURANCE COMPANY**

**Address: 227 Ameriprise Financial Center, Minneapolis MN 55474**

**Actuarial Memorandum for 30225 Series**

**June 2015**

Policy forms 30225-PA, 30225-PA1, and 30225A-PA1 are individual policy forms providing benefits to individuals for confinement in a nursing home. These forms were issued in Pennsylvania from January 15, 1993 to September 15, 1998.

**1. Purpose of Filing**

This actuarial memorandum has been prepared for the purpose of demonstrating that the anticipated loss ratio standard of this product meets the minimum requirements of your state and may not be suitable for other purposes.

**2. Description of Benefits**

These are individually underwritten policy forms which pay a daily benefit for confinement in a nursing home. Benefits are payable under skilled, intermediate or custodial levels of care. Hospital confinement is not a pre-requisite for benefit entitlement.

The confinement daily benefit is selected at issue. The maximum period for which confinement benefits are payable is also selected at issue. The choices are: 730 days (2 years), 1,095 days (3 years), 1,460 days (4 years), and unlimited. This policy also pays 60% of the confinement daily benefit for stays in a qualified Assisted Living Facility (ALF). A qualified ALF is one that has a minimum of 10 inpatients and has a 24-hour awake, trained, and ready to respond staff.

Confinement benefit payments commence after an elimination period of 20 days or 100 days, depending on the plan initially chosen. During the continuation of confinement benefit payments, the premiums are waived after 90 days.

Benefit eligibility for nursing home coverage is based on any one of the following: sickness or injury (1996 and prior issues only), 3 or more Activities of Daily Living (ADL) deficiencies out of 6 ADLs, or cognitive impairment. As defined in the policy, the 6 ADLs are: Bathing, Continence, Dressing, Feeding, Toileting, and Transferring. Benefit eligibility for ALF coverage is based on 3 or more out of 6 ADL deficiencies or cognitive impairment. In most other states, benefit eligibility for nursing home coverage is based on any one of the following: sickness or injury (1996 and prior issues only), 2 or more out of 5 ADL deficiencies (Continence, Dressing, Feeding, Toileting, and Transferring), or cognitive impairment. Benefit eligibility for ALF coverage in most other states is based on 2 or more out of 5 ADL deficiencies or cognitive impairment.

If temporary hospitalization is required during a period of confinement in a nursing home or an ALF, and there is a charge for reserving a bed in the facility, this policy will pay the daily benefit for up to 21 days during any confinement period.

At issue, the insured may choose to elect either the Simple Benefit Increase Option or the Compound Benefit Increase Option. The Simple Benefit Increase Option will increase the original daily limits by a fixed amount (5% of the original maximum daily benefits) each year from the second year on for life. The Compound Benefit Increase Option will increase the previous year's daily limits by 5% per year from the second year on for life. The increasing benefits apply even when the policy is in claim status.

# RIVERSOURCE LIFE INSURANCE COMPANY

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## Actuarial Memorandum for 30225 Series

June 2015

### 3. Renewability

These policy forms are guaranteed renewable for life.

### 4. Applicability

This filing is applicable to inforce policies only, as these policy forms are no longer being sold in the market. The premium changes will apply to the base forms but not the optional home care rider or the optional nonforfeiture benefit rider.

### 5. Actuarial Assumptions

Exhibit I provides a comparison of the original pricing assumptions and the current assumptions used in this filing for mortality, lapses, morbidity and interest.

Exhibits II, III, IV and V provide experience analysis summaries for morbidity, mortality and lapse in support of the current rate increase assumptions.

The following discussion describes the actuarial assumptions used in the current rate increase analysis and summarizes our experience analysis in support of these current rate increase assumptions as well as the company's management of this block of business. We believe the current assumptions are justified by the underlying experience and that the changed assumptions from original pricing are reasonable.

#### Morbidity

Expected claim costs are the product of original pricing expected claim costs and an actual-to-expected adjustment factor.

Starting in 1989, RiverSource Life marketed nursing home policies with a zero day prior hospitalization requirement. Using the emerging experience on this business, statistics from the "1985 National Nursing Home Survey" published by the National Center for Health Statistics, and input provided from RiverSource Life's reinsurer, both the expected frequencies and expected severities of claims for the non-increasing benefit were developed. It should be noted that considerable judgment was made with regard to the frequency and severity of claims, especially for the ALF benefit.

Claim costs for the Benefit Increase Options are based on these claim costs with the benefit loaded to reflect the scheduled increases in benefits.

Actual-to-expected adjustment factors were developed from actual emerging experience through anniversaries ending December 2013 and are shown in the following tables:

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**Actuarial Memorandum for 30225 Series**

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**Lifetime Benefit Actual-to-Expected Adjustment Factors**

Duration	Age at Issue						
	<53	53-57	58-62	63-67	68-72	73-77	78+
1	0.05	0.40	1.00	0.90	1.00	1.00	1.80
2	0.10	0.45	1.00	0.95	1.00	2.40	1.80
3	0.15	0.45	1.00	1.40	1.50	2.40	1.80
4	0.20	0.45	1.00	1.40	2.00	2.15	1.80
5	0.25	0.55	1.00	1.40	2.00	2.15	1.80
6	0.30	0.55	1.00	1.40	2.00	2.00	1.80
7	0.35	0.55	1.00	1.40	2.00	2.00	1.80
8	0.40	0.55	1.00	1.40	2.00	1.70	1.80
9	0.45	0.60	1.00	1.40	1.75	1.75	1.80
10	0.45	0.65	1.00	1.40	1.60	1.75	1.80
11	0.45	0.65	1.00	1.40	1.60	1.85	1.80
12	0.55	0.70	1.05	1.45	1.60	1.70	1.80
13	0.55	0.70	1.05	1.45	1.60	1.70	1.80
14	0.55	0.70	1.05	1.45	1.60	1.70	1.80
15	0.65	0.70	1.15	1.45	1.60	1.70	1.80
16	0.65	0.70	1.20	1.45	1.55	1.70	1.80
17	0.65	0.80	1.20	1.45	1.55	1.55	1.80
18	0.70	0.80	1.20	1.45	1.55	1.55	1.80
19	0.70	0.80	1.20	1.45	1.55	1.55	1.80
20	0.75	0.80	1.20	1.45	1.55	1.55	1.80
21	0.75	0.80	1.20	1.45	1.55	1.55	1.80
22	0.75	0.80	1.20	1.45	1.55	1.55	1.80
23	0.75	0.80	1.20	1.45	1.55	1.55	1.80
24	0.80	0.80	1.25	1.45	1.55	1.55	1.80
25	0.80	0.85	1.25	1.45	1.55	1.55	1.80
26	0.85	0.85	1.25	1.45	1.55	1.55	1.80
27	0.85	0.90	1.25	1.45	1.55	1.55	1.80
28	0.85	0.90	1.25	1.45	1.55	1.55	1.80
29	0.90	0.95	1.25	1.45	1.55	1.55	1.80
30	1.00	1.00	1.25	1.45	1.55	1.55	1.80
31+	1.00	1.10	1.25	1.45	1.55	1.55	1.80

**RIVERSOURCE LIFE INSURANCE COMPANY**

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**Actuarial Memorandum for 30225 Series**

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**Non-Lifetime Benefit Actual-to-Expected Adjustment Factors**

Duration	Age at Issue							
	<53	53-57	58-62	63-67	68-72	73-77	78-82	83+
1	0.10	0.30	0.55	0.45	0.70	1.35	1.00	2.00
2	0.10	0.30	0.55	0.50	0.75	1.35	1.00	2.00
3	0.10	0.30	0.55	0.75	0.80	1.35	1.90	2.00
4	0.20	0.30	0.60	0.75	0.85	1.35	1.90	2.00
5	0.20	0.30	0.60	0.75	0.90	1.35	1.90	2.00
6	0.20	0.30	0.70	0.75	0.95	1.35	1.90	2.00
7	0.30	0.30	0.70	0.75	1.00	1.35	1.50	2.00
8	0.35	0.30	0.70	0.75	1.05	1.35	1.50	1.50
9	0.40	0.30	0.70	0.75	1.05	1.35	1.50	1.50
10	0.40	0.30	0.70	1.00	1.10	1.35	1.50	1.50
11	0.45	0.30	0.70	1.00	1.10	1.35	1.50	1.75
12	0.45	0.35	0.70	1.05	1.10	1.35	1.50	1.75
13	0.45	0.40	0.70	1.05	1.10	1.35	1.50	1.75
14	0.45	0.45	0.70	1.05	1.15	1.35	1.50	1.75
15	0.45	0.55	0.85	1.10	1.15	1.40	1.50	1.90
16	0.45	0.65	0.90	1.10	1.15	1.40	1.50	1.90
17	0.45	0.65	1.00	1.15	1.25	1.40	1.50	1.90
18	0.50	0.75	1.05	1.15	1.30	1.40	1.50	1.90
19	0.50	0.75	1.05	1.15	1.35	1.40	1.50	1.90
20	0.55	0.75	1.10	1.15	1.35	1.40	1.50	1.90
21	0.60	0.75	1.10	1.20	1.35	1.40	1.50	2.00
22	0.65	0.75	1.15	1.20	1.35	1.40	1.50	2.00
23	0.70	0.75	1.15	1.20	1.35	1.40	1.50	2.00
24	0.75	0.75	1.15	1.20	1.35	1.40	1.50	2.00
25	0.75	0.85	1.15	1.20	1.35	1.40	1.50	2.00
26	0.80	0.85	1.15	1.20	1.35	1.40	1.50	2.00
27	0.90	0.85	1.15	1.20	1.35	1.40	1.50	2.00
28	0.90	0.90	1.15	1.20	1.35	1.40	1.50	2.00
29	0.95	0.95	1.15	1.20	1.35	1.40	1.50	2.00
30	0.95	0.95	1.15	1.20	1.35	1.40	1.50	2.00
31+	1.00	1.00	1.15	1.20	1.35	1.40	1.50	2.00

Beginning in 2003, we have taken steps to improve claim experience by reviewing and tightening claim adjudication and care coordination practices where possible. To reflect these improvements, we have reduced our expected claim costs by 5% for 2004 and later.

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### Actuarial Memorandum for 30225 Series

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We conduct a morbidity study every year to analyze the current actual-to-expected adjustment factors (A/E factors). Our analysis is done on a claim cost basis, rather than on a frequency and severity basis, which is not readily available.

The morbidity study is performed by comparing actual incurred claims to expected incurred claims, where expected claims reflect the original pricing claim costs adjusted with the company's most recent set of A/E factors. If the resulting cumulative actual-to-expected ratio is near 100% while minimizing the squared error, no changes are made to the A/E factors. However, if the actual-to-expected ratio has shifted away from 100% or the squared error is too high, we develop a new set of A/E factors and retest them until a good fit is found (measured by actual-to-expected ratio and squared error).

Exhibit II displays "expected" experience using our current adjustment factors compared to actual incurred claims. The expected basis shown in this exhibit reflects the currently assumed claim costs. As shown in Exhibit II the total actual-to-expected ratio using the A/E factors described above is 100.4%. This experience is based on 8,777 actual claims (4,616 lifetime and 4,161 non-lifetime). Actual claim counts split by issue age band are also displayed in Exhibit II.

Professional judgment was applied to create factors for periods beyond that for which there is experience. It has been credibly observed on older forms, including 30225, that experience has been favorable at younger attained ages but much worse than priced for at older attained ages. Thus we believe A/E factors that increase by duration are appropriate.

#### Mortality

Durational mortality selection factors were developed from actual experience on all long-term care ("LTC") forms combined and are applied to the 1983 Individual Annuity Mortality (IAM) Basic table.

Exhibit III is based on deaths on all LTC policies incurred from policy anniversaries in 2000 through policy anniversaries in 2013. The expected basis shown in this exhibit reflects 1983 IAM Basic mortality with the currently assumed selection factors. The selection factors fit the observed data very well with the resulting A/E at or near 100%.

The data was used in the development of the current selection factors, subject to the constraints that the factors must be non-decreasing by duration and cannot exceed 100%.

Selection factors are assumed to differ by issue age band, since the selection period is expected to be shorter at older issue ages.

At the older issue ages, mortality increases to approximately 100% of the table. In general, that has not been the case through duration 23 for younger issue ages, but we expect that it would as insureds reach a very advanced age. For this reason the effect of selection is extended up to duration 34 for younger issue ages. This experience includes 40,344 deaths.

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Lapse Rates

Ultimate lapse rates range from 1.1% to 6.0% based on issue age band and benefit category (lifetime and non-lifetime). In the year of rate increase notification to policyholders, an additional 1.8% of inforce policyholders is assumed to lapse, and a 1.7% reduction in benefits due to election of reduced benefit options is also assumed. Exhibit IV provides the additional lapses and risk amount reductions experienced by the company at different levels of rate increase.

Exhibit V provides the lapse experience across all LTC forms combined from policy anniversaries in 2000 through policy anniversaries in 2013. The expected basis shown in this exhibit reflects the currently assumed lapse rates.

Lapse experience varies by issue age and benefit type (lifetime benefit versus non-lifetime benefit). We applied judgment to the data contained in this exhibit to derive the best estimate lapse assumption. For later durations, we often looked at several durations' experience together to improve credibility. We also made an effort to reflect that lapse rates seem to increase some at older attained ages. This experience includes 35,596 lapses, including 11,061 in durations 8 and later. The exposure and actual lapses close to the implementation of rate increases are excluded from this analysis. For non-lifetime benefits, lapses include policies that have maximized their benefits.

We have experienced much stronger customer loyalty than anticipated at the time these policy forms were initially priced. The resulting high policy persistency has unfortunately had an adverse impact on loss ratios.

Adverse Selection

3.5% in the year of rate increase notification to policyholders, grading down to 0% in the 5th year after rate increase notification.

Expenses

Expenses have not been explicitly projected. It is assumed that the originally filed expense assumptions remain appropriate, except that commission rates were reduced in 2005, 2008, 2009, 2011 and 2013 so that total commissions paid before and after the prior increases in premium are similar. In addition, as part of this rate increase process, the company anticipates adjusting commission rates so that the total commissions paid before and after this increase in premium are similar.

The above assumptions are based on actual inforce experience of RiverSource Life and are deemed reasonable for these particular policy forms; they do not include any provision for profit or contingencies.

**6. Marketing Method**

These policy forms were marketed by agents of RiverSource Life.

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**7. Underwriting Description**

These policy forms were fully underwritten with the use of various underwriting tools in addition to the application, which may have included medical records, an attending physician's statement, telephone interview and/or face-to-face assessment.

**8. Premiums**

Premiums are unisex and payable for life. The premiums vary by issue age, the benefit limit, the initial daily benefit, the elimination period, and the Benefit Increase Option.

**9. Issue Age Range**

The issue ages are from 40 to 79 except for the benefit structure with 100-day elimination period, non-lifetime benefits, which is issued to age 84.

**10. Area Factors**

Area factors are not used for this product.

**11. Premium Modalization Rules**

The following modal factors and nationwide percent distributions (based on inforce count as of 12/31/2014) are applied to the annual premium (AP):

<b>Premium Mode</b>	<b>Modal Factors</b>	<b>Percent Distribution</b>
Annual	$1.0000*AP + 0.0$	42.8%
Semi-Annual	$0.5020*AP + 0.4$	9.2%
Quarterly	$0.2580*AP + 0.5$	8.5%
Monthly	$0.0868*AP + 0.6$	39.5%

**12. Active Life Reserves**

Active life reserves, although they have significant impact, have not been used in this rate increase analysis, except as described in the Supplement to the Actuarial Memorandum.

**13. Trend Assumptions**

As this is not medical insurance, we have not included any explicit medical cost trends in the projections.

**14. Past and Future Policy Experience**

Nationwide experience for policy form 30225 is shown in Exhibit VI, including any previously implemented rate increases as described in Section 15 of this memorandum.

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Historical experience is shown by claim incurral year with the loss ratio for each calendar year. The following formula provides an illustration of the historical loss ratio calculation for each calendar year:

$$LR_j = \frac{\sum_k \sum_t Pmt_t^k * v^{t-k} + \sum_k ({}_j CR_{ValDate}^k + {}_j IBNR_{ValDate}^k) * v^{ValDate-k}}{EP_j}$$

$LR_j$  = loss ratio for year  $j$

${}_j Pmt_t^k$  = claim payments at time  $t$  on claims incurred at time  $k$  in year  $j$

${}_j CR_{ValDate}^k$  = open claim reserve held on December 31, 2014 for claims incurred at time  $k$  in year  $j$

${}_j IBNR_{ValDate}^k$  = incurred but not reported reserve as of December 31, 2014 attributable to claims incurred at time  $k$  in year  $j$

$EP_j$  = earned premium in year  $j$

$ValDate$  = December 31, 2014

$j$  = year of claim incurral

$k$  = date of claim incurral

$t$  = date of claim payment

$v = 1 / 1.045 = 0.956938$

A historical annual loss ratio is calculated, with and without interest, as historical incurred claims divided by historical earned premiums. Actual historical earned premiums used in Exhibit VI are calculated based on the issue and, if appropriate, termination date for each policy. Actual historical incurred claims used in Exhibit VI are determined by discounting claim payments and open claim reserves to the actual original loss date for each claim and by discounting IBNR to the time it is assumed to occur. These items are then summed to produce a total for each calendar year. For purposes of accumulating historical experience for a historical or for a lifetime loss ratio calculation, these calendar year totals are assumed to represent a mid-year value.

A future annual loss ratio is calculated, with and without interest, as anticipated incurred claims divided by anticipated earned premiums. The anticipated incurred claims and earned premiums are projected on a seriatim basis and then summed to produce a total for each calendar year. For purposes of accumulating experience for an anticipated or for a lifetime loss ratio calculation, these calendar year totals are assumed to represent a mid-year value.

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A lifetime loss ratio as of December 31, 2014 is calculated as the sum of accumulated historical experience and discounted future experience where accumulation and discounting of the total for each calendar year occur at 4.5% and assume mid-year values.

**15. History of Previous Rate Revisions**

Five prior increases have been approved and implemented on these forms. A 35% increase was approved in January 2005 and implemented on each contract's next policy anniversary beginning in April 2005. A 15% increase was approved in April 2008 and implemented on each contract's next policy anniversary beginning in July 2008. A 10% increase was approved in June 2009 and implemented on each contract's next policy anniversary beginning in September 2009. A 10% increase was approved in March 2011 and implemented on each contract's next policy anniversary beginning in June 2011. A 15% increase was approved in May 2013 and implemented on each contract's next policy anniversary beginning in August 2013.

The actual and projected premiums in Exhibit VI reflect the accumulated rate increases as approved in Pennsylvania and implemented from 2005 through 2014 on a nationwide basis.

**16. Requested Rate Increase and Demonstration of Satisfaction of Loss Ratio Requirements**

The company is requesting an increase of 25.7%.

Projected experience assuming this increase is implemented is shown in Exhibit VI. As shown in this exhibit, the expected lifetime loss ratio with and without the requested rate increase exceeds the minimum loss ratio of 60%.

Corresponding rate tables are included with this memorandum in Exhibit VII.

**17. Pennsylvania Average Annual Premium (Nursing Home Annual Premium Based on December 31, 2014 Inforce)**

Before increase: \$1,521  
After increase: \$1,912

These values assume all previously approved premium increases have been implemented.

**18. Proposed Effective Date**

This rate increase will apply to policies on their policy anniversary date following a 60-day policyholder notification period.

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**19. Nationwide Distribution of Business as of 12/31/2014 (based on inforce count)**

By Issue Age:

<b>Issue Ages</b>	<b>Percent Distribution</b>
<55	32.2%
55-59	28.6%
60-64	23.1%
65-69	11.2%
70-74	4.1%
75-79	0.8%
>79	<0.1%

By Elimination Period:

<b>Elimination Period</b>	<b>Percent Distribution</b>
20-day	19.3%
100-day	80.7%

By Benefit Period:

<b>Benefit Period</b>	<b>Percent Distribution</b>
2-Year	2.3%
3-Year	8.3%
4-Year	20.6%
Unlimited	68.8%

By Inflation Protection Option:

<b>Inflation Option</b>	<b>Percent Distribution</b>
None	13.5%
Simple	39.0%
Compound	47.5%

**RIVERSOURCE LIFE INSURANCE COMPANY**

**Address: 227 Ameriprise Financial Center, Minneapolis MN 55474**

**Actuarial Memorandum for 30225 Series**

**June 2015**

**20. Number of Policyholders**

As of 12/31/2014, the number of policies and annual nursing home premium inforce assuming all premium increases previously approved in Pennsylvania have been implemented in both the state and nationwide, is:

	<b>Number of Insured</b>	<b>Nursing Home Annual Premium</b>
Pennsylvania	3,113	\$4,735,593
Nationwide	43,869	\$64,438,541

**21. Actuarial Certification**

I am a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries, and I meet the Academy's qualification standards for preparing health rate filings and to render the actuarial opinion contained herein.

I believe this rate filing is in compliance with the applicable laws of the State of Pennsylvania and with the rules of the Department. This memorandum has been prepared in conformity with all applicable Actuarial Standards of Practice, including ASOP No. 8.

I hereby certify that, to the best of my knowledge and judgment, this rate submission is in compliance with the applicable laws and regulations of the state where it is filed. Furthermore, the actuarial assumptions are appropriate. In my opinion, the rates are not excessive or unfairly discriminatory. This rate filing will progress toward premium adequacy but may not be sufficient to prevent future rate action. Therefore, benefits cannot be certified as reasonable in relation to premiums.



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Anju Gupta-Lavey, FSA, MAAA  
Director - Actuary  
RiverSource Life Insurance Company  
Date: June 22, 2015

**EXHIBIT I**  
**RiverSource Life Insurance Company**  
**Original Pricing & Current Assumptions Comparison**

**Policy Form:** 30225

**Original Pricing Assumptions**

**Mortality:** 1983 Individual Annuity Mortality Table

**Lapse Rates:**

Duration	Rate
1	8%
2	7%
3	6%
4+	5%

**Morbidity:**

Starting in 1989, RiverSource Life marketed nursing home policies with a zero day prior hospitalization requirement. Using the emerging experience on this business, statistics from the "1985 National Nursing Home Survey" published by the National Center for Health Statistics, and input provided from RiverSource Life's reinsurer, both the expected frequencies and expected severities of claims for the non-increasing benefit were developed. It should be noted that considerable judgment was made with regard to the frequency and severity of claims, especially for the Assisted Living Facility benefit. Claim costs for the Benefit Increase Options are based on these claim costs with the benefit loaded to reflect the scheduled increases in benefits.

The following selection factors were used:

Duration	Factor
1	40%
2	50%
3	60%
4	70%
5	80%
6	90%
7+	100%

**Interest Rate:** 5.0%

**EXHIBIT I**  
**RiverSource Life Insurance Company**  
**Original Pricing & Current Assumptions Comparison**

**Policy Form:** 30225

**Current Assumptions**

**Mortality:** 1983 Individual Annuity Mortality Basic Table with selection.

<b>Mortality Selection Factors</b>						
Duration	Issue Age Band					
	<58	58-62	63-67	68-72	73-77	78+
1	20%	20%	25%	20%	20%	25%
2	25%	35%	40%	30%	25%	25%
3	35%	45%	45%	40%	40%	40%
4	40%	50%	45%	45%	45%	45%
5	45%	50%	45%	55%	50%	55%
6	50%	50%	55%	55%	60%	60%
7	50%	55%	60%	60%	65%	65%
8	50%	55%	60%	60%	70%	75%
9	50%	55%	66%	71%	73%	88%
10	55%	66%	66%	74%	73%	88%
11	57%	67%	71%	78%	74%	88%
12	57%	67%	72%	78%	90%	89%
13	57%	67%	75%	83%	90%	92%
14	57%	68%	77%	89%	90%	95%
15	57%	69%	78%	90%	95%	98%
16	64%	69%	81%	90%	95%	100%
17	67%	69%	81%	91%	100%	100%
18	70%	70%	84%	95%	100%	100%
19	72%	70%	85%	96%	100%	100%
20	72%	73%	86%	97%	100%	100%
21	75%	75%	88%	100%	100%	100%
22	80%	77%	90%	100%	100%	100%
23	80%	80%	95%	100%	100%	100%
24	85%	82%	95%	100%	100%	100%
25	85%	85%	100%	100%	100%	100%
26	85%	90%	100%	100%	100%	100%
27	87%	90%	100%	100%	100%	100%
28	87%	95%	100%	100%	100%	100%
29	90%	95%	100%	100%	100%	100%
30	90%	100%	100%	100%	100%	100%
31	90%	100%	100%	100%	100%	100%
32	95%	100%	100%	100%	100%	100%
33	95%	100%	100%	100%	100%	100%
34	95%	100%	100%	100%	100%	100%
35+	100%	100%	100%	100%	100%	100%

**EXHIBIT I**  
**RiverSource Life Insurance Company**  
**Original Pricing & Current Assumptions Comparison**

Policy Form: 30225

**Current Assumptions (continued)**

**Lapse Rates:**

Duration	Lifetime Benefit			Duration	Non-Lifetime Benefit		
	<63	63-72	73+		<63	63-72	73+
1	6.9%	6.8%	7.0%	1	6.9%	7.1%	5.3%
2	6.5%	4.5%	3.5%	2	6.0%	4.8%	4.6%
3	4.8%	3.5%	3.5%	3	4.2%	3.3%	3.1%
4	3.6%	2.6%	1.9%	4	3.1%	2.9%	2.9%
5	2.6%	1.9%	1.3%	5	2.3%	2.0%	2.2%
6	1.9%	1.6%	1.3%	6	1.7%	1.9%	2.1%
7	1.5%	1.1%	1.3%	7	1.5%	1.6%	2.3%
8	1.1%	1.1%	1.3%	8	1.2%	1.4%	2.4%
9	1.1%	1.1%	1.3%	9	1.1%	1.3%	2.5%
10	0.9%	1.2%	1.3%	10	1.0%	1.3%	3.3%
11	0.8%	1.0%	1.4%	11	1.0%	1.5%	3.6%
12	0.7%	0.9%	1.5%	12	0.9%	1.5%	3.9%
13	0.7%	0.9%	1.5%	13	0.8%	1.5%	4.2%
14	0.7%	0.9%	1.6%	14	0.8%	1.5%	5.3%
15	0.6%	0.9%	1.6%	15	0.7%	1.6%	5.3%
16	0.6%	1.0%	1.7%	16	0.7%	1.8%	5.3%
17	0.6%	1.2%	1.7%	17	0.8%	2.0%	5.9%
18	0.6%	1.2%	1.8%	18	1.0%	2.2%	5.9%
19	0.6%	1.2%	1.8%	19	1.1%	2.4%	5.9%
20	0.8%	1.2%	1.9%	20	1.1%	2.7%	5.9%
21	0.8%	1.2%	1.9%	21	1.1%	2.9%	6.0%
22	0.9%	1.2%	2.0%	22	1.1%	3.1%	6.0%
23	0.9%	1.2%	2.0%	23	1.1%	3.4%	6.0%
24	0.9%	1.3%	2.0%	24	1.2%	3.4%	6.0%
25	0.9%	1.3%	2.0%	25	1.4%	3.6%	6.0%
26	0.9%	1.3%	2.0%	26	1.5%	3.8%	6.0%
27	1.0%	1.3%	2.0%	27	1.6%	4.0%	6.0%
28	1.0%	1.3%	2.0%	28	2.1%	4.2%	6.0%
29	1.0%	1.3%	2.0%	29	2.4%	4.4%	6.0%
30	1.0%	1.3%	2.0%	30	2.6%	4.5%	6.0%
31	1.1%	1.3%	2.0%	31	2.9%	4.5%	6.0%
32	1.1%	1.3%	2.0%	32	3.1%	4.5%	6.0%
33	1.1%	1.3%	2.0%	33	3.2%	4.5%	6.0%
34	1.1%	1.3%	2.0%	34	3.3%	4.5%	6.0%
35	1.1%	1.4%	2.0%	35	3.4%	4.5%	6.0%
36	1.1%	1.4%	2.0%	36	3.5%	4.5%	6.0%
37	1.1%	1.4%	2.0%	37	3.5%	4.5%	6.0%
38	1.1%	1.4%	2.0%	38	3.5%	4.5%	6.0%
39	1.1%	1.4%	2.0%	39	3.5%	4.5%	6.0%
40+	1.1%	1.4%	2.0%	40+	3.5%	4.5%	6.0%

In the year of rate increase notification to policyholders, an additional 1.8% of inforce policyholders is assumed to lapse, and a 1.7% reduction in benefits due to election of reduced benefit options is also assumed.

**EXHIBIT I**  
**RiverSource Life Insurance Company**  
**Original Pricing & Current Assumptions Comparison**

**Policy Form:** 30225

**Current Assumptions (continued)**

**Morbidity:** Expected Claim Costs are the product of original pricing expected claim costs and an actual-to-expected adjustment factor. Actual-to-expected adjustment factors were developed from actual emerging experience through anniversaries ending December 2013. Morbidity used in the projections has also been reduced by 5% for anticipated improved claim experience from changes in claim management starting in 2003.

<b>Lifetime Benefit Actual-to-Expected Adjustment Factors</b>							
<b>Duration</b>	<b>Issue Age Band</b>						
	<b>&lt;53</b>	<b>53-57</b>	<b>58-62</b>	<b>63-67</b>	<b>68-72</b>	<b>73-77</b>	<b>78+</b>
1	0.05	0.40	1.00	0.90	1.00	1.00	1.80
2	0.10	0.45	1.00	0.95	1.00	2.40	1.80
3	0.15	0.45	1.00	1.40	1.50	2.40	1.80
4	0.20	0.45	1.00	1.40	2.00	2.15	1.80
5	0.25	0.55	1.00	1.40	2.00	2.15	1.80
6	0.30	0.55	1.00	1.40	2.00	2.00	1.80
7	0.35	0.55	1.00	1.40	2.00	2.00	1.80
8	0.40	0.55	1.00	1.40	2.00	1.70	1.80
9	0.45	0.60	1.00	1.40	1.75	1.75	1.80
10	0.45	0.65	1.00	1.40	1.60	1.75	1.80
11	0.45	0.65	1.00	1.40	1.60	1.85	1.80
12	0.55	0.70	1.05	1.45	1.60	1.70	1.80
13	0.55	0.70	1.05	1.45	1.60	1.70	1.80
14	0.55	0.70	1.05	1.45	1.60	1.70	1.80
15	0.65	0.70	1.15	1.45	1.60	1.70	1.80
16	0.65	0.70	1.20	1.45	1.55	1.70	1.80
17	0.65	0.80	1.20	1.45	1.55	1.55	1.80
18	0.70	0.80	1.20	1.45	1.55	1.55	1.80
19	0.70	0.80	1.20	1.45	1.55	1.55	1.80
20	0.75	0.80	1.20	1.45	1.55	1.55	1.80
21	0.75	0.80	1.20	1.45	1.55	1.55	1.80
22	0.75	0.80	1.20	1.45	1.55	1.55	1.80
23	0.75	0.80	1.20	1.45	1.55	1.55	1.80
24	0.80	0.80	1.25	1.45	1.55	1.55	1.80
25	0.80	0.85	1.25	1.45	1.55	1.55	1.80
26	0.85	0.85	1.25	1.45	1.55	1.55	1.80
27	0.85	0.90	1.25	1.45	1.55	1.55	1.80
28	0.85	0.90	1.25	1.45	1.55	1.55	1.80
29	0.90	0.95	1.25	1.45	1.55	1.55	1.80
30	1.00	1.00	1.25	1.45	1.55	1.55	1.80
31+	1.00	1.10	1.25	1.45	1.55	1.55	1.80

**EXHIBIT I**  
**RiverSource Life Insurance Company**  
**Original Pricing & Current Assumptions Comparison**

Policy Form: 30225

**Current Assumptions (continued)**

Morbidity (continued):

Duration	Non-Lifetime Benefit Actual-to-Expected Adjustment Factors							
	Age at Issue							
	<53	53-57	58-62	63-67	68-72	73-77	78-82	83+
1	0.10	0.30	0.55	0.45	0.70	1.35	1.00	2.00
2	0.10	0.30	0.55	0.50	0.75	1.35	1.00	2.00
3	0.10	0.30	0.55	0.75	0.80	1.35	1.90	2.00
4	0.20	0.30	0.60	0.75	0.85	1.35	1.90	2.00
5	0.20	0.30	0.60	0.75	0.90	1.35	1.90	2.00
6	0.20	0.30	0.70	0.75	0.95	1.35	1.90	2.00
7	0.30	0.30	0.70	0.75	1.00	1.35	1.50	2.00
8	0.35	0.30	0.70	0.75	1.05	1.35	1.50	1.50
9	0.40	0.30	0.70	0.75	1.05	1.35	1.50	1.50
10	0.40	0.30	0.70	1.00	1.10	1.35	1.50	1.50
11	0.45	0.30	0.70	1.00	1.10	1.35	1.50	1.75
12	0.45	0.35	0.70	1.05	1.10	1.35	1.50	1.75
13	0.45	0.40	0.70	1.05	1.10	1.35	1.50	1.75
14	0.45	0.45	0.70	1.05	1.15	1.35	1.50	1.75
15	0.45	0.55	0.85	1.10	1.15	1.40	1.50	1.90
16	0.45	0.65	0.90	1.10	1.15	1.40	1.50	1.90
17	0.45	0.65	1.00	1.15	1.25	1.40	1.50	1.90
18	0.50	0.75	1.05	1.15	1.30	1.40	1.50	1.90
19	0.50	0.75	1.05	1.15	1.35	1.40	1.50	1.90
20	0.55	0.75	1.10	1.15	1.35	1.40	1.50	1.90
21	0.60	0.75	1.10	1.20	1.35	1.40	1.50	2.00
22	0.65	0.75	1.15	1.20	1.35	1.40	1.50	2.00
23	0.70	0.75	1.15	1.20	1.35	1.40	1.50	2.00
24	0.75	0.75	1.15	1.20	1.35	1.40	1.50	2.00
25	0.75	0.85	1.15	1.20	1.35	1.40	1.50	2.00
26	0.80	0.85	1.15	1.20	1.35	1.40	1.50	2.00
27	0.90	0.85	1.15	1.20	1.35	1.40	1.50	2.00
28	0.90	0.90	1.15	1.20	1.35	1.40	1.50	2.00
29	0.95	0.95	1.15	1.20	1.35	1.40	1.50	2.00
30	0.95	0.95	1.15	1.20	1.35	1.40	1.50	2.00
31+	1.00	1.00	1.15	1.20	1.35	1.40	1.50	2.00

The following adverse selection factors are used:

Year of Policyholder Notification	With Current Requested Increase
1	3.5%
2	2.5%
3	1.5%
4	0.5%
5	0.0%

Interest Rate: 4.5%

**EXHIBIT II**  
**RiverSource Life Insurance Company**  
**Nationwide Nursing Home Claim Experience**  
**For Policy Anniversaries through 2013**  
**Policy Form: 30225**  
**Expected Claims Based on Current Assumptions**

<b>SPLIT BY BENEFIT PERIOD AND DURATION</b>									
<b>Duration</b>	<b>Lifetime Benefit Period</b>			<b>Non-Lifetime Benefit Period</b>			<b>All</b>		
	<b>Actual</b>	<b>Expected</b>	<b>A/E</b>	<b>Actual</b>	<b>Expected</b>	<b>A/E</b>	<b>Actual</b>	<b>Expected</b>	<b>A/E</b>
1	1,863,075	2,178,928	85.5%	1,467,066	1,970,719	74.4%	3,330,141	4,149,647	80.3%
2	4,905,559	3,937,975	124.6%	2,511,818	2,708,963	92.7%	7,417,378	6,646,937	111.6%
3	7,195,440	6,205,352	116.0%	4,966,626	4,500,246	110.4%	12,162,066	10,705,598	113.6%
4	12,049,681	8,603,008	140.1%	5,992,132	5,800,692	103.3%	18,041,813	14,403,700	125.3%
5	13,718,911	11,309,888	121.3%	7,378,120	7,364,304	100.2%	21,097,030	18,674,192	113.0%
6	12,146,015	14,194,192	85.6%	10,444,661	9,291,200	112.4%	22,590,676	23,485,392	96.2%
7	17,999,873	17,958,766	100.2%	10,694,972	10,737,720	99.6%	28,694,845	28,696,486	100.0%
8	18,262,998	19,549,822	93.4%	10,454,471	11,481,184	91.1%	28,717,469	31,031,005	92.5%
9	24,235,343	21,289,111	113.8%	11,859,047	12,204,084	97.2%	36,094,390	33,493,194	107.8%
10	25,545,474	23,173,968	110.2%	13,284,739	13,562,844	97.9%	38,830,213	36,736,812	105.7%
11	24,995,157	26,046,162	96.0%	15,652,178	14,419,018	108.6%	40,647,335	40,465,180	100.5%
12	30,852,467	29,197,736	105.7%	15,669,612	15,401,761	101.7%	46,522,079	44,599,496	104.3%
13	29,169,643	32,433,484	89.9%	14,925,867	16,267,405	91.8%	44,095,511	48,700,889	90.5%
14	38,276,071	35,960,559	106.4%	14,377,180	17,485,065	82.2%	52,653,251	53,445,624	98.5%
15	37,307,406	40,140,431	92.9%	19,770,837	19,239,726	102.8%	57,078,244	59,380,157	96.1%
16	39,384,805	41,139,848	95.7%	19,928,239	19,135,454	104.1%	59,313,044	60,275,302	98.4%
17	35,460,904	36,564,067	97.0%	18,268,699	18,019,926	101.4%	53,729,604	54,583,993	98.4%
18	24,669,243	24,787,335	99.5%	12,017,666	12,329,579	97.5%	36,686,909	37,116,914	98.8%
19	13,361,832	14,565,096	91.7%	7,648,741	6,793,117	112.6%	21,010,574	21,358,213	98.4%
20	6,523,560	5,958,290	109.5%	3,627,166	2,695,887	134.5%	10,150,726	8,654,178	117.3%
21	0	4,349	0.0%	0	0	0.0%	0	4,349	0.0%
<b>Total</b>	<b>417,923,459</b>	<b>415,198,365</b>	<b>100.7%</b>	<b>220,939,838</b>	<b>221,408,894</b>	<b>99.8%</b>	<b>638,863,297</b>	<b>636,607,258</b>	<b>100.4%</b>

<b>SPLIT BY ISSUE AGE</b>				
<b>Issue Age</b>	<b>Actual</b>	<b>Expected</b>	<b>A/E</b>	<b>Claim Count</b>
<43	0	216,114	0.0%	0
43-47	1,246,762	1,196,638	104.2%	7
48-52	10,034,497	9,226,294	108.8%	88
53-57	34,471,055	33,952,089	101.5%	341
58-62	99,978,831	97,300,492	102.8%	1,072
63-67	159,060,910	156,670,272	101.5%	1,958
68-72	160,099,688	160,260,756	99.9%	2,273
73-77	118,141,141	121,882,422	96.9%	1,894
78-82	47,207,457	46,908,811	100.6%	932
83+	8,622,956	8,993,370	95.9%	212
<b>Total</b>	<b>638,863,297</b>	<b>636,607,258</b>	<b>100.4%</b>	<b>8,777</b>

**EXHIBIT III**  
**RiverSource Life Insurance Company**  
**Long-Term Care Mortality Experience**  
**For Policy Anniversaries in 2000 through Policy Anniversaries in 2013**  
**Experience Includes All Long-Term Care Forms Combined**  
**Expressing Deaths in Terms of Policy Count**  
***Expected Deaths Based on Current Assumptions***

<b>SUMMARY BY DURATION</b>				
<b>Duration</b>	<b>Actual Deaths</b>	<b>Expected Deaths</b>	<b>A/E</b>	<b>Difference</b>
1	100	98	102%	2
2	216	218	99%	(2)
3	418	399	105%	19
4	531	544	98%	(13)
5	811	800	101%	11
6	1,130	1,114	101%	16
7	1,470	1,434	103%	36
8	1,731	1,726	100%	5
9	2,154	2,174	99%	(20)
10	2,637	2,657	99%	(20)
11	3,196	3,200	100%	(4)
12	3,323	3,380	98%	(57)
13	3,332	3,385	98%	(53)
14	3,187	3,276	97%	(89)
15	2,965	3,050	97%	(85)
16	2,688	2,770	97%	(82)
17	2,540	2,563	99%	(23)
18	2,159	2,150	100%	9
19	1,737	1,742	100%	(5)
20	1,401	1,430	98%	(29)
21	1,182	1,145	103%	37
22	882	838	105%	44
23	487	484	101%	3
24	67	74	90%	(7)
<b>Total</b>	<b>40,344</b>	<b>40,652</b>	<b>99%</b>	<b>(308)</b>

<b>SUMMARY BY ISSUE AGE</b>				
<b>Issue Age</b>	<b>Actual Deaths</b>	<b>Expected Deaths</b>	<b>A/E</b>	<b>Difference</b>
<43	23	24	95%	(1)
43-47	131	145	91%	(14)
48-52	956	986	97%	(30)
53-57	2,912	2,920	100%	(8)
58-62	6,674	6,687	100%	(13)
63-67	10,067	10,269	98%	(202)
68-72	9,968	9,996	100%	(28)
73-77	6,604	6,606	100%	(2)
78-82	2,651	2,654	100%	(3)
83+	358	366	98%	(8)
<b>Total</b>	<b>40,344</b>	<b>40,652</b>	<b>99%</b>	<b>(308)</b>

<b>SUMMARY BY ALL DURATION / ISSUE AGE CELLS</b>			
<b>Actual Deaths</b>	<b>Expected Deaths</b>	<b>A/E</b>	<b>Difference</b>
<b>40,344</b>	<b>40,652</b>	<b>99%</b>	<b>(308)</b>

**EXHIBIT IV**  
**RiverSource Life Insurance Company**  
**Lapses and Benefit Reductions<sup>1</sup>**  
**Nationwide Experience**  
**Experience Includes All Long-Term Care Forms Combined**

<b>Additional Lapses Due to Rate Increase</b>											
<b>Increase Percent</b>	<b>Average Increase</b>	<b>Year of Increase</b>									<b>Weighted Average</b>
		<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	
< 10%	6.3%			0.9%	1.5%	1.7%	0.9%	1.2%	1.0%	0.7%	1.2%
10% - 19.9%	11.9%	0.7%	2.1%	1.5%	1.8%	1.9%	1.4%	1.3%	1.2%	1.1%	1.5%
20% - 29.9%	20.8%	1.8%	1.7%	1.2%	1.6%	2.5%		4.4%	2.6%	1.8%	1.8%
30%+	33.6%	2.9%	2.7%	2.0%	3.4%	3.1%	1.0%	1.9%			2.8%
Total	16.2%	2.6%	2.5%	1.3%	1.8%	1.9%	1.4%	1.3%	1.2%	1.2%	1.7%

<b>Overall Reduction in Benefits in Relation to Rate Increase Percentage</b>											
<b>Increase Percent</b>	<b>Average Increase</b>	<b>Year of Increase</b>									<b>Weighted Average</b>
		<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	
< 10%	6.3%			0.3%	0.2%	0.1%	0.3%	0.2%	0.3%	0.3%	0.2%
10% - 19.9%	11.9%	0.8%	0.7%	0.5%	0.5%	0.6%	0.5%	0.6%	0.6%	0.7%	0.6%
20% - 29.9%	20.8%	1.5%	1.6%	1.6%	1.3%	2.3%		1.6%	0.9%	0.9%	1.4%
30%+	33.6%	3.0%	2.7%	2.6%	2.5%	2.3%	1.8%	1.5%			2.7%
Total	16.2%	1.4%	1.3%	0.8%	0.7%	0.8%	0.7%	0.8%	0.8%	0.9%	0.9%

<sup>1</sup> The total percent reduction in benefit is typically no more than the percentage increase in premium.

**EXHIBIT V**  
**RiverSource Life Insurance Company**  
**Long-Term Care Lapse Experience**  
**For Policy Anniversaries in 2000 through Policy Anniversaries in 2013**  
**Experience Includes All Long-Term Care Forms Combined**  
**Expressing Lapses in Terms of Policy Count**  
**Expected Lapses Based on Current Assumptions**

LIFETIME BENEFIT PERIOD																
Duration	Issue Ages 35-62				Issue Ages 63-72				Issue Ages 73+				All Issue Ages			
	Actual			Expected Lapses	Actual			Expected Lapses	Actual			Expected Lapses	Actual			Expected Lapses
	Lapses	Exposure	Rate		Lapses	Exposure	Rate		Lapses	Exposure	Rate		Lapses	Exposure	Rate	
1	1,352	19,701	6.9%	6.9%	261	3,859	6.8%	6.8%	37	529	7.0%	7.0%	1,650	24,088	6.8%	6.9%
2	1,669	25,851	6.5%	6.5%	265	5,869	4.5%	4.5%	30	856	3.5%	3.5%	1,964	32,576	6.0%	6.1%
3	1,552	32,493	4.8%	4.8%	287	8,144	3.5%	3.5%	42	1,213	3.5%	3.5%	1,881	41,850	4.5%	4.5%
4	1,416	39,280	3.6%	3.6%	265	10,078	2.6%	2.6%	29	1,494	1.9%	1.9%	1,710	50,852	3.4%	3.4%
5	1,270	48,520	2.6%	2.6%	254	13,213	1.9%	1.9%	27	2,028	1.3%	1.3%	1,551	63,762	2.4%	2.4%
6	967	52,208	1.9%	1.9%	255	15,516	1.6%	1.6%	31	2,497	1.2%	1.3%	1,253	70,220	1.8%	1.8%
7	773	52,358	1.5%	1.5%	195	16,645	1.2%	1.1%	48	2,770	1.7%	1.3%	1,016	71,773	1.4%	1.4%
8	550	50,915	1.1%	1.1%	195	17,353	1.1%	1.1%	38	2,869	1.3%	1.3%	783	71,137	1.1%	1.1%
9	498	47,453	1.0%	1.1%	187	17,441	1.1%	1.1%	31	2,893	1.1%	1.3%	716	67,788	1.1%	1.1%
10	371	42,435	0.9%	0.9%	212	17,566	1.2%	1.2%	32	2,936	1.1%	1.3%	615	62,938	1.0%	1.0%
11	353	40,934	0.9%	0.8%	200	19,218	1.0%	1.0%	34	3,302	1.0%	1.4%	587	63,454	0.9%	0.9%
12	231	34,246	0.7%	0.7%	148	17,789	0.8%	0.9%	43	2,984	1.4%	1.5%	422	55,019	0.8%	0.8%
13	204	29,273	0.7%	0.7%	141	15,703	0.9%	0.9%	31	2,485	1.2%	1.5%	376	47,461	0.8%	0.8%
14	166	24,961	0.7%	0.7%	109	12,961	0.8%	0.9%	31	1,881	1.6%	1.6%	306	39,803	0.8%	0.8%
15	116	19,732	0.6%	0.6%	93	9,829	0.9%	0.9%	20	1,288	1.6%	1.6%	229	30,850	0.7%	0.8%
16	96	15,227	0.6%	0.6%	78	7,407	1.1%	1.0%	22	887	2.5%	1.7%	196	23,520	0.8%	0.8%
17	87	13,423	0.6%	0.6%	80	6,807	1.2%	1.2%	19	750	2.5%	1.7%	186	20,979	0.9%	0.8%
18	46	8,709	0.5%	0.6%	68	5,058	1.3%	1.2%	14	482	2.9%	1.8%	128	14,249	0.9%	0.9%
19	31	5,555	0.6%	0.6%	37	3,172	1.2%	1.2%	5	258	1.9%	1.8%	73	8,984	0.8%	0.9%
20	31	4,116	0.8%	0.8%	37	2,582	1.4%	1.2%	3	176	1.7%	1.9%	71	6,874	1.0%	0.9%
21	30	3,758	0.8%	0.8%	27	2,847	0.9%	1.2%	7	182	3.8%	1.9%	64	6,787	0.9%	1.0%
22	31	3,341	0.9%	0.9%	21	2,689	0.8%	1.2%	5	173	2.9%	2.0%	57	6,203	0.9%	1.0%
23	19	1,819	1.0%	0.9%	16	1,460	1.1%	1.2%	3	85	3.5%	2.0%	38	3,364	1.1%	1.0%
24	2	240	0.8%	0.9%	4	179	2.2%	1.3%	0	11	0.0%	2.0%	6	430	1.4%	1.1%
<b>All Durations</b>	<b>11,861</b>	<b>616,549</b>	<b>1.9%</b>	<b>1.9%</b>	<b>3,435</b>	<b>233,382</b>	<b>1.5%</b>	<b>1.5%</b>	<b>582</b>	<b>35,030</b>	<b>1.7%</b>	<b>1.7%</b>	<b>15,878</b>	<b>884,961</b>	<b>1.8%</b>	<b>1.8%</b>
<b>Durations 8 and later</b>	<b>2,862</b>	<b>346,139</b>	<b>0.8%</b>	<b>0.8%</b>	<b>1,653</b>	<b>160,058</b>	<b>1.0%</b>	<b>1.0%</b>	<b>338</b>	<b>23,643</b>	<b>1.4%</b>	<b>1.5%</b>	<b>4,853</b>	<b>529,840</b>	<b>0.9%</b>	<b>0.9%</b>

NON-LIFETIME BENEFIT PERIOD																
Duration	Issue Ages 35-62				Issue Ages 63-72				Issue Ages 73+				All Issue Ages			
	Actual			Expected Lapses	Actual			Expected Lapses	Actual			Expected Lapses	Actual			Expected Lapses
	Lapses	Exposure	Rate		Lapses	Exposure	Rate		Lapses	Exposure	Rate		Lapses	Exposure	Rate	
1	1,927	27,994	6.9%	6.9%	677	9,598	7.1%	7.1%	116	2,177	5.3%	5.3%	2,720	39,770	6.8%	6.9%
2	2,079	34,647	6.0%	6.0%	644	13,309	4.8%	4.8%	151	3,289	4.6%	4.6%	2,874	51,244	5.6%	5.6%
3	1,599	38,297	4.2%	4.2%	542	16,222	3.3%	3.3%	128	4,194	3.1%	3.1%	2,269	58,713	3.9%	3.9%
4	1,227	39,300	3.1%	3.1%	503	17,424	2.9%	2.9%	134	4,614	2.9%	2.9%	1,864	61,338	3.0%	3.0%
5	975	41,636	2.3%	2.3%	391	19,997	2.0%	2.0%	124	5,566	2.2%	2.2%	1,490	67,199	2.2%	2.2%
6	712	40,884	1.7%	1.7%	408	21,641	1.9%	1.9%	133	6,387	2.1%	2.1%	1,253	68,912	1.8%	1.8%
7	566	37,665	1.5%	1.5%	325	21,705	1.5%	1.6%	149	6,647	2.2%	2.3%	1,040	66,016	1.6%	1.6%
8	431	36,886	1.2%	1.2%	316	22,005	1.4%	1.4%	150	6,595	2.3%	2.4%	897	65,486	1.4%	1.4%
9	386	36,096	1.1%	1.1%	292	21,699	1.3%	1.3%	156	6,334	2.5%	2.5%	834	64,129	1.3%	1.3%
10	278	30,581	0.9%	1.0%	225	20,119	1.1%	1.3%	188	5,892	3.2%	3.3%	691	56,592	1.2%	1.3%
11	247	27,376	0.9%	1.0%	294	19,999	1.5%	1.5%	206	5,765	3.6%	3.6%	747	53,140	1.4%	1.4%
12	220	22,285	1.0%	0.9%	248	17,841	1.4%	1.5%	191	4,939	3.9%	3.9%	659	45,065	1.5%	1.5%
13	151	19,248	0.8%	0.8%	237	15,702	1.5%	1.5%	166	4,050	4.1%	4.2%	554	39,000	1.4%	1.4%
14	115	14,226	0.8%	0.8%	173	12,574	1.4%	1.5%	160	2,957	5.4%	5.3%	448	29,758	1.5%	1.5%
15	66	9,358	0.7%	0.7%	159	9,135	1.7%	1.6%	89	1,936	4.6%	5.3%	314	20,429	1.5%	1.5%
16	50	6,784	0.7%	0.7%	124	6,589	1.9%	1.8%	75	1,305	5.7%	5.3%	249	14,678	1.7%	1.6%
17	45	5,861	0.8%	0.8%	115	5,797	2.0%	2.0%	49	1,041	4.7%	5.9%	209	12,700	1.6%	1.8%
18	45	3,979	1.1%	1.0%	76	4,231	1.8%	2.2%	44	694	6.3%	5.9%	165	8,904	1.9%	1.9%
19	30	2,707	1.1%	1.1%	62	2,780	2.2%	2.4%	22	373	5.9%	5.9%	114	5,860	1.9%	2.0%
20	25	2,127	1.2%	1.1%	65	2,190	3.0%	2.7%	11	255	4.3%	5.9%	101	4,572	2.2%	2.1%
21	19	1,686	1.1%	1.1%	66	2,027	3.3%	2.9%	15	208	7.2%	6.0%	100	3,921	2.6%	2.3%
22	13	1,245	1.0%	1.1%	48	1,636	2.9%	3.1%	20	157	12.7%	6.0%	81	3,037	2.7%	2.4%
23	5	626	0.8%	1.1%	29	809	3.6%	3.4%	4	50	8.1%	6.0%	38	1,484	2.6%	2.5%
24	4	104	3.9%	1.2%	2	113	1.8%	3.4%	1	3	30.8%	6.0%	7	220	3.2%	2.4%
<b>All Durations</b>	<b>11,215</b>	<b>481,599</b>	<b>2.3%</b>	<b>2.3%</b>	<b>6,021</b>	<b>285,142</b>	<b>2.1%</b>	<b>2.1%</b>	<b>2,482</b>	<b>75,427</b>	<b>3.3%</b>	<b>3.3%</b>	<b>19,718</b>	<b>842,168</b>	<b>2.3%</b>	<b>2.4%</b>
<b>Durations 8 and later</b>	<b>2,130</b>	<b>221,176</b>	<b>1.0%</b>	<b>1.0%</b>	<b>2,531</b>	<b>165,246</b>	<b>1.5%</b>	<b>1.6%</b>	<b>1,547</b>	<b>42,553</b>	<b>3.6%</b>	<b>3.7%</b>	<b>6,208</b>	<b>428,976</b>	<b>1.4%</b>	<b>1.5%</b>

**EXHIBIT VI**  
**RiverSource Life Insurance Company**  
**Nationwide Experience Projections with No Increase**  
**Adjusted for Cumulative Prior Approved Rate Increases on a Nationwide Basis**  
**Policy Form: 30225**

	Calendar Year	Ending Policies Inforce	Loss Ratio Demonstration						Factors Derived from Projected Values for Illustrative Purposes Only				Interest Rate Factors	
			Without Interest			With Interest			Premium Rate Increase Factor	Morbidity Factor	Persistence Factors		Calendar Year Effective Int Rate	Mid-Year Disc / Accum Factor
			Earned Premiums	Incurred Claims	Loss Ratio	Earned Premiums	Incurred Claims	Loss Ratio			Policy Lapse & Mortality	Policy Persistence		
Historical Experience	1992	8	145	0	0.0%	390	0	0.0%			0.0000	1.000	4.50%	2.6923
	1993	8,609	2,687,231	147,465	5.5%	6,923,174	379,918	5.5%			0.0101	0.990	4.50%	2.5763
	1994	22,300	12,917,341	1,546,420	12.0%	31,846,160	3,812,513	12.0%			0.0296	0.970	4.50%	2.4654
	1995	39,388	26,751,603	3,433,304	12.8%	63,112,803	8,099,905	12.8%			0.0339	0.966	4.50%	2.3592
	1996	61,189	42,759,044	6,593,399	15.4%	96,533,792	14,885,408	15.4%			0.0312	0.969	4.50%	2.2576
	1997	74,032	58,784,470	7,435,883	12.6%	126,998,237	16,064,515	12.6%			0.0315	0.969	4.50%	2.1604
	1998	77,314	67,698,803	13,350,905	19.7%	139,958,663	27,601,297	19.7%			0.0538	0.946	4.50%	2.0674
	1999	74,116	66,593,958	18,810,594	28.2%	131,745,967	37,213,885	28.2%			0.0549	0.945	4.50%	1.9783
	2000	71,332	63,714,911	18,800,419	29.5%	120,622,213	35,592,111	29.5%			0.0379	0.962	4.50%	1.8932
	2001	69,192	61,142,111	23,527,379	38.5%	110,766,989	42,622,947	38.5%			0.0302	0.970	4.50%	1.8116
	2002	67,285	58,986,041	31,601,651	53.6%	102,259,315	54,785,218	53.6%			0.0276	0.972	4.50%	1.7336
	2003	65,504	56,855,134	35,104,688	61.7%	94,320,703	58,237,464	61.7%			0.0265	0.974	4.50%	1.6590
	2004	63,859	55,059,197	32,512,896	59.1%	87,407,948	51,615,092	59.1%			0.0251	0.975	4.50%	1.5875
	2005	61,372	54,597,354	29,999,070	54.9%	82,942,354	45,573,517	54.9%			0.0389	0.961	4.50%	1.5192
2006	59,452	63,270,107	40,317,828	63.7%	91,978,651	58,611,873	63.7%			0.0313	0.969	4.50%	1.4537	
2007	57,749	60,888,196	44,116,131	72.5%	84,704,266	61,371,904	72.5%			0.0286	0.971	4.50%	1.3911	
2008	55,636	59,327,460	46,826,329	78.9%	78,979,002	62,337,015	78.9%			0.0366	0.963	4.50%	1.3312	
2009	53,386	62,567,911	52,347,076	83.7%	79,706,043	66,685,594	83.7%			0.0404	0.960	4.50%	1.2739	
2010	51,453	64,429,868	49,366,343	76.6%	78,543,554	60,180,288	76.6%			0.0362	0.964	4.50%	1.2191	
2011	49,497	63,231,977	68,762,658	108.7%	73,763,884	80,215,754	108.7%			0.0380	0.962	4.50%	1.1666	
2012	47,521	64,246,642	64,400,209	100.2%	71,720,145	71,891,576	100.2%			0.0399	0.960	4.50%	1.1163	
2013	45,606	61,782,665	69,077,331	111.8%	65,999,565	73,792,120	111.8%			0.0403	0.960	4.50%	1.0683	
2014	43,869	64,794,274	78,516,845	121.2%	66,236,103	80,264,035	121.2%			0.0381	0.962	4.50%	1.0223	
Projected Future Experience	2015	41,596	62,344,368	89,064,872	142.9%	60,987,254	87,126,106	142.9%	1.0000	1.1963	0.0518	0.948	4.50%	0.9782
	2016	39,477	58,314,510	94,714,643	162.4%	54,588,630	88,663,055	162.4%	1.0000	1.1205	0.0509	0.949	4.50%	0.9361
	2017	37,320	54,327,563	101,011,285	185.9%	48,666,431	90,485,538	185.9%	1.0000	1.1281	0.0546	0.945	4.50%	0.8958
	2018	35,133	50,394,498	107,441,428	213.2%	43,199,240	92,101,087	213.2%	1.0000	1.1299	0.0586	0.941	4.50%	0.8572
	2019	32,928	46,534,662	113,830,566	244.6%	38,172,733	93,376,069	244.6%	1.0000	1.1304	0.0628	0.937	4.50%	0.8203
	2020	30,717	42,768,912	120,164,680	281.0%	33,572,880	94,327,264	281.0%	1.0000	1.1316	0.0671	0.933	4.50%	0.7850
	2021	28,511	39,114,093	126,330,265	323.0%	29,381,731	94,896,790	323.0%	1.0000	1.1327	0.0718	0.928	4.50%	0.7512
	2022	26,325	35,588,325	132,240,520	371.6%	25,582,051	95,058,809	371.6%	1.0000	1.1337	0.0767	0.923	4.50%	0.7188
	2023	24,171	32,208,169	138,065,546	428.7%	22,155,296	94,972,276	428.7%	1.0000	1.1371	0.0818	0.918	4.50%	0.6879
	2024	22,060	28,985,875	143,699,574	495.8%	19,080,144	94,591,197	495.8%	1.0000	1.1404	0.0873	0.913	4.50%	0.6583
	2025	20,006	25,931,064	148,739,309	573.6%	16,334,253	93,692,475	573.6%	1.0000	1.1413	0.0931	0.907	4.50%	0.6299
	2026	18,027	23,056,218	152,994,618	663.6%	13,897,950	92,222,908	663.6%	1.0000	1.1415	0.0989	0.901	4.50%	0.6028
	2027	16,137	20,373,407	155,849,764	765.0%	11,751,952	89,898,515	765.0%	1.0000	1.1380	0.1049	0.895	4.50%	0.5768
	2028	14,343	17,887,399	156,325,884	873.9%	9,873,640	86,290,100	873.9%	1.0000	1.1285	0.1111	0.889	4.50%	0.5520
	2029	12,658	15,600,679	154,601,624	991.0%	8,240,570	81,663,472	991.0%	1.0000	1.1207	0.1175	0.882	4.50%	0.5282
	2030	11,089	13,515,336	151,335,371	1119.7%	6,831,630	76,495,862	1119.7%	1.0000	1.1174	0.1239	0.876	4.50%	0.5055
	2031	9,639	11,627,111	146,832,966	1262.8%	5,624,100	71,023,943	1262.8%	1.0000	1.1162	0.1307	0.869	4.50%	0.4837
	2032	8,312	9,929,203	141,119,228	1421.3%	4,595,992	65,320,742	1421.3%	1.0000	1.1145	0.1376	0.862	4.50%	0.4629
	2033	7,114	8,417,532	134,270,528	1595.1%	3,728,494	59,474,298	1595.1%	1.0000	1.1118	0.1442	0.856	4.50%	0.4429
	2034	6,041	7,085,484	126,360,957	1783.4%	3,003,322	53,560,576	1783.4%	1.0000	1.1081	0.1508	0.849	4.50%	0.4239
	2035	5,090	5,921,448	117,563,988	1985.4%	2,401,839	47,685,941	1985.4%	1.0000	1.1042	0.1574	0.843	4.50%	0.4056
	2036	4,254	4,912,104	108,051,626	2199.7%	1,906,634	41,940,254	2199.7%	1.0000	1.0997	0.1643	0.836	4.50%	0.3882
	2037	3,526	4,043,842	98,046,484	2424.6%	1,502,026	36,417,950	2424.6%	1.0000	1.0949	0.1712	0.829	4.50%	0.3714
	2038	2,897	3,303,068	87,890,862	2660.9%	1,174,045	31,239,991	2660.9%	1.0000	1.0910	0.1783	0.822	4.50%	0.3554
	2039	2,359	2,676,408	77,848,979	2908.7%	910,339	26,479,136	2908.7%	1.0000	1.0875	0.1855	0.814	4.50%	0.3401
	2040	1,904	2,150,886	68,162,041	3169.0%	700,087	22,185,906	3169.0%	1.0000	1.0847	0.1928	0.807	4.50%	0.3255
	2041	1,523	1,714,089	59,028,053	3443.7%	533,890	18,385,556	3443.7%	1.0000	1.0827	0.2002	0.800	4.50%	0.3115
	2042	1,207	1,354,310	50,616,343	3737.4%	403,664	15,086,649	3737.4%	1.0000	1.0822	0.2076	0.792	4.50%	0.2981
	2043	947	1,060,674	43,009,878	4055.0%	302,529	12,267,440	4055.0%	1.0000	1.0827	0.2152	0.785	4.50%	0.2852
	2044	736	823,239	36,209,699	4398.4%	224,696	9,883,126	4398.4%	1.0000	1.0834	0.2229	0.777	4.50%	0.2729
	2045	566	633,051	30,183,494	4767.9%	165,345	7,883,565	4767.9%	1.0000	1.0836	0.2307	0.769	4.50%	0.2612
	2046	431	482,158	24,884,788	5161.1%	120,511	6,219,719	5161.1%	1.0000	1.0830	0.2387	0.761	4.50%	0.2499
2047	325	363,604	20,260,798	5572.2%	86,966	4,845,930	5572.2%	1.0000	1.0811	0.2469	0.753	4.50%	0.2392	
2048	242	271,385	16,267,929	5994.4%	62,114	3,723,373	5994.4%	1.0000	1.0782	0.2553	0.745	4.50%	0.2289	
2049	178	200,391	12,868,300	6421.6%	43,890	2,818,442	6421.6%	1.0000	1.0746	0.2639	0.736	4.50%	0.2190	
2050	129	146,320	10,024,783	6851.3%	30,667	2,101,100	6851.3%	1.0000	1.0711	0.2727	0.727	4.50%	0.2096	
2051	93	105,596	7,689,702	7282.2%	21,179	1,542,286	7282.2%	1.0000	1.0679	0.2817	0.718	4.50%	0.2006	
2052	66	75,280	5,817,632	7728.0%	14,448	1,116,569	7728.0%	1.0000	1.0671	0.2910	0.709	4.50%	0.1919	
2053	46	52,983	4,341,757	8194.7%	9,731	797,422	8194.7%	1.0000	1.0671	0.3006	0.699	4.50%	0.1837	
2054	32	36,786	3,194,838	8684.9%	6,465	561,507	8684.9%	1.0000	1.0674	0.3106	0.689	4.50%	0.1758	
Past Future Lifetime			1,193,086,443	736,594,822	61.7%	1,887,069,921	1,011,833,948	53.6%						
			634,332,025	3,516,955,604	554.4%	469,889,361	1,988,422,944	423.2%						
			1,827,418,468	4,253,550,426	232.8%	2,356,959,281	3,000,256,892	127.3%						

**EXHIBIT VI**  
**RiverSource Life Insurance Company**  
**Nationwide Experience Projections with 25.7% Increase**  
**Adjusted for Cumulative Prior Approved Rate Increases on a Nationwide Basis**  
**Policy Form: 30225**

	Calendar Year	Ending Policies Inforce	Loss Ratio Demonstration						Factors Derived from Projected Values for Illustrative Purposes Only				Interest Rate Factors	
			Without Interest			With Interest			Premium Rate Increase Factor	Morbidity Factor	Persistence Factors		Calendar Year Effective Int Rate	Mid-Year Disc / Accum Factor
			Earned Premiums	Incurred Claims	Loss Ratio	Earned Premiums	Incurred Claims	Loss Ratio			Policy Lapse & Mortality	Policy Persistence		
Historical Experience	1992	8	145	0	0.0%	390	0	0.0%			0.0000	1.000	4.50%	2.6923
	1993	8,609	2,687,231	147,465	5.5%	6,923,174	379,918	5.5%			0.0101	0.990	4.50%	2.5763
	1994	22,300	12,917,341	1,546,420	12.0%	31,846,160	3,812,513	12.0%			0.0296	0.970	4.50%	2.4654
	1995	39,388	26,751,603	3,433,304	12.8%	63,112,803	8,099,905	12.8%			0.0339	0.966	4.50%	2.3592
	1996	61,189	42,759,044	6,593,399	15.4%	96,533,792	14,885,408	15.4%			0.0312	0.969	4.50%	2.2576
	1997	74,032	58,784,470	7,435,883	12.6%	126,998,237	16,064,515	12.6%			0.0315	0.969	4.50%	2.1604
	1998	77,314	67,698,803	13,350,905	19.7%	139,958,663	27,601,297	19.7%			0.0538	0.946	4.50%	2.0674
	1999	74,116	66,593,958	18,810,594	28.2%	131,745,967	37,213,885	28.2%			0.0549	0.945	4.50%	1.9783
	2000	71,332	63,714,911	18,800,419	29.5%	120,622,213	35,592,111	29.5%			0.0379	0.962	4.50%	1.8932
	2001	69,192	61,142,111	23,527,379	38.5%	110,766,989	42,622,947	38.5%			0.0302	0.970	4.50%	1.8116
	2002	67,285	58,986,041	31,601,651	53.6%	102,259,315	54,785,218	53.6%			0.0276	0.972	4.50%	1.7336
	2003	65,504	56,855,134	35,104,688	61.7%	94,320,703	58,237,464	61.7%			0.0265	0.974	4.50%	1.6590
	2004	63,859	55,059,197	32,512,896	59.1%	87,407,948	51,615,092	59.1%			0.0251	0.975	4.50%	1.5875
	2005	61,372	54,597,354	29,999,070	54.9%	82,942,354	45,573,517	54.9%			0.0389	0.961	4.50%	1.5192
2006	59,452	63,270,107	40,317,828	63.7%	91,978,651	58,611,873	63.7%			0.0313	0.969	4.50%	1.4537	
2007	57,749	60,888,196	44,116,131	72.5%	84,704,266	61,371,904	72.5%			0.0286	0.971	4.50%	1.3911	
2008	55,636	59,327,460	46,826,329	78.9%	78,979,002	62,337,015	78.9%			0.0366	0.963	4.50%	1.3312	
2009	53,386	62,567,911	52,347,076	83.7%	79,706,043	66,685,594	83.7%			0.0404	0.960	4.50%	1.2739	
2010	51,453	64,429,868	49,366,343	76.6%	78,543,554	60,180,288	76.6%			0.0362	0.964	4.50%	1.2191	
2011	49,497	63,231,977	68,762,658	108.7%	73,763,884	80,215,754	108.7%			0.0380	0.962	4.50%	1.1666	
2012	47,521	64,246,642	64,400,209	100.2%	71,720,145	71,891,576	100.2%			0.0399	0.960	4.50%	1.1163	
2013	45,606	61,782,665	69,077,331	111.8%	65,999,565	73,792,120	111.8%			0.0403	0.960	4.50%	1.0683	
2014	43,869	64,794,274	78,516,845	121.2%	66,236,103	80,264,035	121.2%			0.0381	0.962	4.50%	1.0223	
Projected Future Experience	2015	41,303	62,952,466	88,978,988	141.3%	61,582,115	87,042,091	141.3%	1.0451	1.2036	0.0585	0.942	4.50%	0.9782
	2016	38,763	67,754,632	95,003,495	140.2%	63,425,596	88,933,451	140.2%	1.1898	1.1377	0.0615	0.938	4.50%	0.9361
	2017	36,645	65,914,914	100,978,473	153.2%	59,046,337	90,456,144	153.2%	1.0109	1.1243	0.0546	0.945	4.50%	0.8958
	2018	34,497	61,143,214	106,295,257	173.8%	52,413,269	91,118,565	173.8%	1.0000	1.1182	0.0586	0.941	4.50%	0.8572
	2019	32,332	56,460,324	111,457,000	197.4%	46,314,829	91,429,015	197.4%	1.0000	1.1188	0.0628	0.937	4.50%	0.8203
	2020	30,161	51,891,549	116,854,844	225.2%	40,733,998	91,729,098	225.2%	1.0000	1.1239	0.0671	0.933	4.50%	0.7850
	2021	27,995	47,457,326	122,610,034	258.4%	35,649,002	92,102,225	258.4%	1.0000	1.1304	0.0718	0.928	4.50%	0.7512
	2022	25,849	43,179,639	128,285,340	297.1%	31,038,936	92,215,696	297.1%	1.0000	1.1332	0.0767	0.923	4.50%	0.7188
	2023	23,734	39,078,590	133,876,851	342.6%	26,881,309	92,090,964	342.6%	1.0000	1.1366	0.0818	0.918	4.50%	0.6879
	2024	21,661	35,169,042	139,282,902	396.0%	23,150,255	91,683,893	396.0%	1.0000	1.1399	0.0873	0.913	4.50%	0.6583
	2025	19,644	31,462,677	144,113,906	458.0%	19,818,675	90,778,884	458.0%	1.0000	1.1409	0.0931	0.907	4.50%	0.6299
	2026	17,701	27,974,638	148,186,749	529.7%	16,862,701	89,324,796	529.7%	1.0000	1.1411	0.0989	0.901	4.50%	0.6028
	2027	15,845	24,719,576	150,906,597	610.5%	14,258,945	87,047,158	610.5%	1.0000	1.1377	0.1049	0.895	4.50%	0.5768
	2028	14,084	21,703,283	151,327,362	697.3%	11,979,964	83,530,973	697.3%	1.0000	1.1282	0.1111	0.889	4.50%	0.5520
	2029	12,429	18,928,774	149,622,564	790.5%	9,998,533	79,033,439	790.5%	1.0000	1.1204	0.1175	0.882	4.50%	0.5282
	2030	10,888	16,398,591	146,429,782	892.9%	8,289,036	74,016,222	892.9%	1.0000	1.1171	0.1239	0.876	4.50%	0.5055
	2031	9,465	14,107,566	142,045,306	1006.9%	6,823,910	68,708,124	1006.9%	1.0000	1.1160	0.1307	0.869	4.50%	0.4837
	2032	8,162	12,047,450	136,493,401	1133.0%	5,576,479	63,179,556	1133.0%	1.0000	1.1143	0.1376	0.862	4.50%	0.4629
	2033	6,985	10,213,295	129,848,155	1271.4%	4,523,916	57,515,435	1271.4%	1.0000	1.1116	0.1442	0.856	4.50%	0.4429
	2034	5,932	8,597,078	122,181,267	1421.2%	3,644,041	51,788,933	1421.2%	1.0000	1.1080	0.1508	0.849	4.50%	0.4239
	2035	4,998	7,184,713	113,660,352	1582.0%	2,914,241	46,102,560	1582.0%	1.0000	1.1041	0.1574	0.843	4.50%	0.4056
	2036	4,177	5,960,041	104,451,487	1752.5%	2,313,391	40,542,860	1752.5%	1.0000	1.0996	0.1643	0.836	4.50%	0.3882
	2037	3,462	4,906,546	94,769,601	1931.5%	1,822,466	35,200,799	1931.5%	1.0000	1.0948	0.1712	0.829	4.50%	0.3714
	2038	2,844	4,007,738	84,945,196	2119.5%	1,424,513	30,192,981	2119.5%	1.0000	1.0909	0.1783	0.822	4.50%	0.3554
	2039	2,317	3,247,388	75,233,258	2316.7%	1,104,549	25,589,438	2316.7%	1.0000	1.0874	0.1855	0.814	4.50%	0.3401
	2040	1,870	2,609,751	65,866,512	2523.9%	849,442	21,438,740	2523.9%	1.0000	1.0846	0.1928	0.807	4.50%	0.3255
	2041	1,496	2,079,769	57,035,933	2742.4%	647,789	17,765,067	2742.4%	1.0000	1.0827	0.2002	0.800	4.50%	0.3115
	2042	1,185	1,643,235	48,904,789	2976.1%	489,781	14,576,505	2976.1%	1.0000	1.0821	0.2076	0.792	4.50%	0.2981
	2043	930	1,286,956	41,552,929	3228.8%	367,070	11,851,883	3228.8%	1.0000	1.0827	0.2152	0.785	4.50%	0.2852
	2044	723	998,867	34,981,081	3502.1%	272,632	9,547,786	3502.1%	1.0000	1.0833	0.2229	0.777	4.50%	0.2729
	2045	556	768,104	29,157,798	3796.1%	200,620	7,615,666	3796.1%	1.0000	1.0835	0.2307	0.769	4.50%	0.2612
2046	423	585,020	24,037,976	4108.9%	146,220	6,008,067	4108.9%	1.0000	1.0829	0.2387	0.761	4.50%	0.2499	
2047	319	441,174	19,570,459	4436.0%	105,519	4,680,816	4436.0%	1.0000	1.0811	0.2469	0.753	4.50%	0.2392	
2048	237	329,282	15,712,989	4771.9%	75,365	3,596,359	4771.9%	1.0000	1.0781	0.2553	0.745	4.50%	0.2289	
2049	175	243,142	12,428,858	5111.8%	53,253	2,722,195	5111.8%	1.0000	1.0745	0.2639	0.736	4.50%	0.2190	
2050	127	177,535	9,682,107	5453.6%	37,210	2,029,278	5453.6%	1.0000	1.0711	0.2727	0.727	4.50%	0.2096	
2051	91	128,124	7,426,604	5796.4%	25,697	1,489,518	5796.4%	1.0000	1.0679	0.2817	0.718	4.50%	0.2006	
2052	65	91,340	5,618,416	6151.1%	17,531	1,078,333	6151.1%	1.0000	1.0670	0.2910	0.709	4.50%	0.1919	
2053	45	64,286	4,192,962	6522.4%	11,807	770,094	6522.4%	1.0000	1.0671	0.3006	0.699	4.50%	0.1837	
2054	31	44,634	3,085,267	6912.4%	7,845	542,250	6912.4%	1.0000	1.0674	0.3106	0.689	4.50%	0.1758	
Past			1,193,086,443	736,594,822	61.7%	1,887,069,921	1,011,833,948	53.6%						
Future			753,952,271	3,417,092,848	453.2%	554,898,787	1,937,065,859	349.1%						
Lifetime			1,947,038,713	4,153,687,670	213.3%	2,441,968,708	2,948,899,807	120.8%						

**EXHIBIT VII**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**LIFETIME BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	62.44	46.18	116.78	86.92	146.64	108.62
41	62.44	46.18	116.78	86.92	146.64	108.62
42	62.44	46.18	116.78	86.92	146.64	108.62
43	62.44	46.18	116.78	86.92	146.64	108.62
44	62.44	46.18	116.78	86.92	146.64	108.62
45	62.44	46.18	116.78	86.92	146.64	108.62
46	67.90	51.58	122.20	92.32	154.80	116.78
47	67.90	51.58	124.92	92.32	157.48	116.78
48	70.58	51.58	127.60	95.06	160.22	119.48
49	70.58	54.32	127.60	97.76	162.96	122.20
50	73.32	54.32	130.34	97.76	165.62	124.92
51	76.04	57.02	135.74	103.20	171.08	130.34
52	81.46	59.76	141.22	105.86	179.20	135.74
53	84.16	62.44	146.64	111.32	187.34	141.22
54	89.60	67.90	154.80	116.78	198.24	149.32
55	100.46	76.04	171.08	130.34	219.94	165.62
56	108.62	84.16	187.34	143.92	238.94	187.34
57	119.48	92.32	203.64	157.48	260.68	200.96
58	133.08	103.20	225.36	171.08	285.14	219.94
59	149.32	111.32	247.12	187.34	314.98	238.94
60	165.62	130.34	271.54	214.52	344.86	271.54
61	184.66	149.32	306.84	249.82	385.58	312.28
62	203.64	160.22	333.98	266.08	423.62	333.98
63	233.52	190.08	382.86	309.52	483.34	391.00
64	263.42	206.38	429.04	336.74	540.34	426.30
65	293.28	238.94	469.72	382.86	591.92	483.34
66	320.42	255.28	505.06	404.58	638.12	510.48
67	355.70	282.42	556.64	442.62	697.86	553.94
68	391.00	320.42	605.52	494.20	757.58	616.40
69	439.88	347.56	673.42	534.94	839.04	665.28
70	486.04	385.58	738.56	586.50	915.10	727.74
71	532.22	420.90	798.30	632.68	980.24	779.28
72	583.78	464.32	871.64	695.12	999.98	841.78
73	648.94	521.36	953.08	765.74	999.98	920.48
74	714.12	575.70	999.98	839.04	999.98	991.10
75	792.90	629.98	999.98	915.10	999.98	999.98
76	885.20	700.56	999.98	999.98	999.98	999.98
77	988.38	790.16	999.98	999.98	999.98	999.98
78	999.98	871.64	999.98	999.98	999.98	999.98
79	999.98	958.52	999.98	999.98	999.98	999.98

**EXHIBIT VII**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**4 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	48.88	35.28	86.92	62.44	108.62	78.76
41	48.88	35.28	86.92	62.44	108.62	78.76
42	48.88	35.28	86.92	62.44	108.62	78.76
43	48.88	35.28	86.92	62.44	108.62	78.76
44	48.88	35.28	86.92	62.44	108.62	78.76
45	48.88	35.28	86.92	62.44	108.62	78.76
46	51.58	38.04	89.60	65.14	114.04	81.46
47	54.32	38.04	92.32	65.14	116.78	84.16
48	54.32	38.04	92.32	67.90	116.78	84.16
49	54.32	40.74	95.06	70.58	119.48	86.92
50	57.02	40.74	97.76	70.58	122.20	86.92
51	59.76	43.42	100.46	76.04	133.08	95.06
52	62.44	43.42	103.20	76.04	135.74	97.76
53	65.14	46.18	108.62	78.76	138.48	100.46
54	70.58	48.88	114.04	81.46	146.64	105.86
55	76.04	54.32	124.92	89.60	162.96	116.78
56	84.16	62.44	138.48	100.46	176.50	130.34
57	92.32	67.90	149.32	111.32	190.08	141.22
58	103.20	76.04	165.62	119.48	209.10	152.06
59	114.04	81.46	181.94	130.34	230.80	165.62
60	127.60	95.06	200.96	152.06	252.52	190.08
61	141.22	111.32	225.36	173.78	282.42	219.94
62	157.48	119.48	244.38	187.34	309.52	233.52
63	179.20	138.48	279.66	217.24	353.00	274.22
64	200.96	152.06	312.28	236.24	396.42	298.70
65	225.36	176.50	344.86	268.84	434.44	339.42
66	244.38	187.34	369.28	285.14	467.06	358.46
67	274.22	209.10	407.34	309.52	513.20	388.28
68	301.36	233.52	445.34	344.86	556.64	431.72
69	336.74	255.28	491.48	374.72	613.64	467.06
70	372.02	282.42	540.34	410.00	670.66	510.48
71	407.34	309.52	583.78	442.62	719.60	545.76
72	450.76	342.12	638.12	486.04	773.86	589.26
73	499.60	382.86	697.86	537.64	836.32	643.56
74	548.50	423.62	763.02	589.26	901.54	695.12
75	610.98	464.32	844.44	640.82	977.54	741.32
76	681.56	515.92	925.94	700.56	999.98	803.76
77	760.28	581.12	999.98	784.74	999.98	882.48
78	841.78	640.82	999.98	852.62	999.98	950.38
79	915.10	706.00	999.98	931.36	999.98	999.98
80		768.44		999.26		999.98
81		833.64		999.98		999.98
82		909.66		999.98		999.98
83		991.10		999.98		999.98
84		999.98		999.98		999.98

**EXHIBIT VII**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**3 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	43.42	32.62	76.04	57.02	95.06	70.58
41	43.42	32.62	76.04	57.02	95.06	70.58
42	43.42	32.62	76.04	57.02	95.06	70.58
43	43.42	32.62	76.04	57.02	95.06	70.58
44	43.42	32.62	76.04	57.02	95.06	70.58
45	43.42	32.62	76.04	57.02	95.06	70.58
46	46.18	35.28	78.76	59.76	100.46	76.04
47	46.18	35.28	81.46	62.44	103.20	78.76
48	48.88	35.28	84.16	62.44	105.86	78.76
49	48.88	38.04	84.16	65.14	105.86	81.46
50	51.58	38.04	86.92	65.14	108.62	81.46
51	54.32	40.74	89.60	67.90	114.04	89.60
52	54.32	40.74	92.32	70.58	116.78	92.32
53	59.76	43.42	97.76	73.32	124.92	97.76
54	62.44	46.18	103.20	78.76	130.34	100.46
55	67.90	51.58	111.32	84.16	143.92	108.62
56	76.04	57.02	122.20	95.06	157.48	119.48
57	84.16	65.14	133.08	103.20	171.08	133.08
58	92.32	70.58	149.32	114.04	190.08	143.92
59	103.20	78.76	162.96	124.92	209.10	157.48
60	114.04	89.60	179.20	141.22	228.12	179.20
61	127.60	103.20	200.96	162.96	252.52	203.64
62	141.22	111.32	219.94	173.78	279.66	219.94
63	162.96	130.34	255.28	206.38	320.42	257.94
64	181.94	143.92	282.42	222.66	355.70	279.66
65	200.96	165.62	309.52	252.52	388.28	317.70
66	219.94	176.50	331.30	266.08	415.48	333.98
67	247.12	195.50	366.58	290.56	461.58	366.58
68	274.22	222.66	401.88	325.84	502.34	410.00
69	304.12	241.68	442.62	353.00	551.22	439.88
70	333.98	266.08	486.04	385.58	602.84	477.90
71	363.84	287.80	521.36	412.74	640.82	507.78
72	404.58	323.10	575.70	458.92	697.86	553.94
73	450.76	363.84	632.68	507.78	760.28	610.98
74	494.20	396.42	686.98	553.94	809.16	651.70
75	548.50	434.44	757.58	600.08	877.06	697.86
76	608.22	480.64	825.48	654.40	947.64	749.46
77	684.28	548.50	925.94	738.56	999.98	833.64
78	763.02	608.22	999.98	809.16	999.98	898.78
79	822.74	662.54	999.98	874.32	999.98	961.22
80		711.44		925.94		999.98
81		768.44		991.10		999.98
82		825.48		999.98		999.98
83		879.80		999.98		999.98
84		928.68		999.98		999.98

**EXHIBIT VII**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**2 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	38.04	27.14	65.14	48.88	81.46	59.76
41	38.04	27.14	65.14	48.88	81.46	59.76
42	38.04	27.14	65.14	48.88	81.46	59.76
43	38.04	27.14	65.14	48.88	81.46	59.76
44	38.04	27.14	65.14	48.88	81.46	59.76
45	38.04	27.14	65.14	48.88	81.46	59.76
46	38.04	29.86	67.90	51.58	84.16	62.44
47	40.74	29.86	70.58	51.58	86.92	65.14
48	40.74	29.86	70.58	51.58	86.92	65.14
49	40.74	29.86	70.58	51.58	89.60	67.90
50	43.42	32.62	73.32	54.32	92.32	73.32
51	43.42	32.62	76.04	57.02	95.06	76.04
52	46.18	35.28	78.76	59.76	100.46	78.76
53	48.88	38.04	81.46	62.44	103.20	81.46
54	51.58	38.04	86.92	65.14	111.32	81.46
55	57.02	43.42	95.06	70.58	122.20	92.32
56	65.14	46.18	105.86	76.04	135.74	97.76
57	70.58	54.32	114.04	86.92	146.64	111.32
58	78.76	59.76	124.92	95.06	160.22	122.20
59	86.92	65.14	138.48	105.86	173.78	133.08
60	100.46	73.32	157.48	116.78	198.24	146.64
61	108.62	81.46	171.08	127.60	214.52	160.22
62	122.20	92.32	192.78	146.64	244.38	184.66
63	138.48	100.46	214.52	157.48	271.54	198.24
64	160.22	114.04	247.12	179.20	312.28	225.36
65	176.50	127.60	268.84	195.50	339.42	247.12
66	198.24	141.22	298.70	214.52	374.72	268.84
67	217.24	154.80	323.10	228.12	407.34	287.80
68	238.94	173.78	353.00	255.28	439.88	317.70
69	260.68	187.34	380.16	271.54	475.18	339.42
70	282.42	206.38	407.34	298.70	505.06	369.28
71	309.52	225.36	442.62	320.42	545.76	393.74
72	336.74	244.38	477.90	347.56	581.12	420.90
73	366.58	268.84	510.48	377.46	613.64	453.42
74	401.88	295.98	556.64	410.00	657.08	483.34
75	442.62	320.42	610.98	442.62	706.00	513.20
76	488.78	355.70	665.28	483.34	765.74	553.94
77	543.08	396.42	733.14	534.94	822.74	602.84
78	597.40	437.18	795.60	583.78	885.20	648.94
79	654.40	477.90	866.16	629.98	944.96	700.56
80		521.36		678.84		752.12
81		570.22		733.14		811.90
82		621.78		790.16		874.32
83		678.84		852.62		939.50
84		741.32		920.48		999.98

**RIVERSOURCE LIFE INSURANCE COMPANY**

**Address: 227 Ameriprise Financial Center, Minneapolis, MN 55474**

**Pennsylvania Supplement to the  
Actuarial Memorandum for 30225 Series**

**June 2015**

<u>Product or Rider</u>	<u>Form Number</u>
Nursing Home Indemnity Policy	30225-PA
Nursing Home Indemnity Policy	30225-PA1
Nursing Home Indemnity Policy	30225A-PA1

**1. Purpose of Filing**

This supplement has been prepared for the purpose of demonstrating the compliance of the requested rate increase with Chapter 18 Section 3803(c) and Regulation 89.83 of the Insurance Regulations for the state of Pennsylvania. It may not be appropriate for other purposes.

**2. Demonstration of Compliance with Chapter 18 Section 3803(c)**

We believe that we comply with this subsection of the regulation by submitting these rates before they are being used.

**3. Demonstration of Compliance with Regulation 89.83**

*89.83(a): General.* This subsection requires no action.

*89.83(b): New Filings.* This subsection is not applicable.

*89.83(c): Revision of Current Rates.*

(1): This rate increase filing complies with the minimum loss ratio requirement of 60%, as specified in Regulation 89a.117.

(2): Section 2 of the Actuarial Memorandum provides a description of benefits. Copies of the policy forms are enclosed with this filing.

(2)(i): The reason for the rate increase is due to a combination of actual voluntary lapse and mortality running less than expected in pricing and actual morbidity experience worse than expected for older attained ages. A rate increase is considered an effective way to reduce projected losses.

At this time, a premium rate increase of 25.7% is being requested on the above-referenced forms.

Existing rates can be found in Attachment 1 to this supplement, and revised rates are shown in Attachment 2 to this supplement. As shown in Section 17 of the Actuarial Memorandum, the average annual nursing home premium based on December 31, 2014 inforce before and after the requested rate increase is as follows:

Before increase:	\$1,521
After increase:	\$1,912

**RIVERSOURCE LIFE INSURANCE COMPANY**

**Address: 227 Ameriprise Financial Center, Minneapolis, MN 55474**

**Pennsylvania Supplement to the  
Actuarial Memorandum for 30225 Series**

**June 2015**

These values assume all previously approved premium increases have been implemented.

Attachment 3 to this supplement displays nationwide experience showing earned premiums and incurred claims, both with and without the requested rate increase. Attachment 4 to this supplement displays nationwide experience showing written premiums and paid claims, both with and without the requested rate increase. The actual and projected premiums in Attachments 3 and 4 reflect the accumulated rate increases as approved in Pennsylvania and implemented from 2005 through 2014 on a nationwide basis.

Attachments 5 and 6 display corresponding Pennsylvania-specific experience.

*(2)(ii)(A):* As shown in Section 15 of the Actuarial Memorandum, five prior increases have been approved and implemented on these forms. A 35% increase was approved in January 2005 and implemented on each contract's next policy anniversary beginning in April 2005. A 15% increase was approved in April 2008 and implemented on each contract's next policy anniversary beginning in July 2008. A 10% increase was approved in June 2009 and implemented on each contract's next policy anniversary beginning in September 2009. A 10% increase was approved in March 2011 and implemented on each contract's next policy anniversary beginning in June 2011. A 15% increase was approved in May 2013 and implemented on each contract's next policy anniversary beginning in August 2013.

*(2)(ii)(B):* RiverSource Life currently pays a commission of 2.85% of premium. This rate was reduced in 2005, 2008, 2009, 2011 and 2013 so that commissions paid before and after the prior increases in premium are similar. In addition, as part of this rate increase process, the company anticipates adjusting commission rates so that the total commissions paid before and after this increase in premium are similar

*(2)(ii)(C)(I):* Premiums earned and written since inception for nationwide experience can be found in Attachments 3 and 4 to this supplement, respectively. The actual and projected premiums in Attachments 3 and 4 reflect the accumulated rate increases as approved in Pennsylvania and implemented from 2005 through 2014 on a nationwide basis.

Premiums earned and written since inception for Pennsylvania-specific experience can be found in Attachments 5 and 6 to this supplement, respectively.

Details of reserve balances and calculation basis for both nationwide and Pennsylvania-specific experience can be found in Attachment 7.

*(2)(ii)(C)(II):* Claims incurred and paid since inception for nationwide experience can be found in Attachments 3 and 4 to this supplement, respectively.

Claims incurred and paid since inception for Pennsylvania-specific experience can be found in Attachments 5 and 6 to this supplement, respectively.

**RIVERSOURCE LIFE INSURANCE COMPANY**

**Address: 227 Ameriprise Financial Center, Minneapolis, MN 55474**

**Pennsylvania Supplement to the  
Actuarial Memorandum for 30225 Series**

**June 2015**

Attachments 8 and 9 provide a durational loss ratio analysis for nationwide and Pennsylvania-specific experience, respectively. The actual and projected premiums in Attachment 8 reflect the accumulated rate increases as approved in Pennsylvania and implemented from 2005 through 2014 on a nationwide basis.

*(2)(ii)(D):* We believe that we have provided information sufficient to support the rate increase requested in this filing.

*(2)(iii):* We believe that data used in this rate increase filing is in agreement with those used in the annual statement filed with the Department.

*89.83 (d): Filing Procedure.* We believe this rate increase filing complies with this subsection.

**Attachment 1**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Current Annual Premiums**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**LIFETIME BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	49.68	36.74	92.90	69.12	116.66	86.44
41	49.68	36.74	92.90	69.12	116.66	86.44
42	49.68	36.74	92.90	69.12	116.66	86.44
43	49.68	36.74	92.90	69.12	116.66	86.44
44	49.68	36.74	92.90	69.12	116.66	86.44
45	49.68	36.74	92.90	69.12	116.66	86.44
46	54.02	41.06	97.20	73.44	123.16	92.90
47	54.02	41.06	99.38	73.44	125.28	92.90
48	56.16	41.06	101.52	75.62	127.46	95.08
49	56.16	43.22	101.52	77.80	129.62	97.20
50	58.36	43.22	103.70	77.80	131.80	99.38
51	60.50	45.36	108.00	82.12	136.10	103.70
52	64.82	47.54	112.36	84.24	142.58	108.00
53	66.98	49.68	116.66	88.58	149.06	112.36
54	71.30	54.02	123.16	92.90	157.72	118.82
55	79.92	60.50	136.10	103.70	175.00	131.80
56	86.44	66.98	149.06	114.50	190.10	149.06
57	95.08	73.44	162.02	125.28	207.40	159.86
58	105.84	82.12	179.30	136.10	226.84	175.00
59	118.82	88.58	196.58	149.06	250.64	190.10
60	131.80	103.70	216.04	170.66	274.34	216.04
61	146.92	118.82	244.12	198.76	306.78	248.44
62	162.02	127.46	265.72	211.72	337.02	265.72
63	185.80	151.22	304.62	246.26	384.54	311.10
64	209.56	164.20	341.34	267.90	429.90	339.18
65	233.32	190.10	373.72	304.62	470.92	384.54
66	254.94	203.10	401.82	321.88	507.68	406.14
67	283.02	224.66	442.84	352.14	555.22	440.72
68	311.10	254.94	481.74	393.18	602.72	490.38
69	349.96	276.52	535.76	425.56	667.56	529.28
70	386.72	306.78	587.60	466.62	728.04	578.96
71	423.46	334.86	635.12	503.38	779.88	620.02
72	464.46	369.40	693.48	553.04	840.38	669.70
73	516.30	414.76	758.26	609.20	909.48	732.36
74	568.16	458.00	829.56	667.56	978.60	788.50
75	630.82	501.20	915.96	728.04	999.98	844.68
76	704.28	557.36	999.98	797.16	999.98	913.82
77	786.38	628.66	999.98	892.22	999.98	999.98
78	870.60	693.48	999.98	969.98	999.98	999.98
79	946.22	762.58	999.98	999.98	999.98	999.98

**Attachment 1**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Current Annual Premiums**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**4 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	38.90	28.08	69.12	49.68	86.44	62.66
41	38.90	28.08	69.12	49.68	86.44	62.66
42	38.90	28.08	69.12	49.68	86.44	62.66
43	38.90	28.08	69.12	49.68	86.44	62.66
44	38.90	28.08	69.12	49.68	86.44	62.66
45	38.90	28.08	69.12	49.68	86.44	62.66
46	41.06	30.26	71.30	51.84	90.74	64.82
47	43.22	30.26	73.44	51.84	92.90	66.98
48	43.22	30.26	73.44	54.02	92.90	66.98
49	43.22	32.38	75.62	56.16	95.08	69.12
50	45.36	32.38	77.80	56.16	97.20	69.12
51	47.54	34.56	79.92	60.50	105.84	75.62
52	49.68	34.56	82.12	60.50	108.00	77.80
53	51.84	36.74	86.44	62.66	110.20	79.92
54	56.16	38.90	90.74	64.82	116.66	84.24
55	60.50	43.22	99.38	71.30	129.62	92.90
56	66.98	49.68	110.20	79.92	140.44	103.70
57	73.44	54.02	118.82	88.58	151.22	112.36
58	82.12	60.50	131.80	95.08	166.36	120.98
59	90.74	64.82	144.74	103.70	183.64	131.80
60	101.52	75.62	159.86	120.98	200.90	151.22
61	112.36	88.58	179.30	138.28	224.66	175.00
62	125.28	95.08	194.44	149.06	246.26	185.80
63	142.58	110.20	222.52	172.82	280.84	218.18
64	159.86	120.98	248.44	187.94	315.40	237.64
65	179.30	140.44	274.34	213.88	345.64	270.02
66	194.44	149.06	293.80	226.84	371.58	285.18
67	218.18	166.36	324.04	246.26	408.30	308.92
68	239.80	185.80	354.30	274.34	442.84	343.48
69	267.90	203.10	391.02	298.10	488.22	371.58
70	295.98	224.66	429.90	326.18	533.58	406.14
71	324.04	246.26	464.46	352.14	572.50	434.22
72	358.64	272.20	507.68	386.72	615.68	468.80
73	397.48	304.62	555.22	427.76	665.40	512.00
74	436.38	337.02	607.04	468.80	717.24	553.04
75	486.08	369.40	671.86	509.84	777.72	589.76
76	542.22	410.46	736.66	557.36	846.84	639.46
77	604.90	462.30	816.60	624.34	920.30	702.10
78	669.70	509.84	892.22	678.32	991.58	756.12
79	728.04	561.68	961.34	741.00	999.98	807.96
80		611.38		795.00		861.94
81		663.20		855.48		918.14
82		723.68		918.14		982.92
83		788.50		993.76		999.98
84		853.32		999.98		999.98

**Attachment 1**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Current Annual Premiums**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**3 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	34.56	25.94	60.50	45.36	75.62	56.16
41	34.56	25.94	60.50	45.36	75.62	56.16
42	34.56	25.94	60.50	45.36	75.62	56.16
43	34.56	25.94	60.50	45.36	75.62	56.16
44	34.56	25.94	60.50	45.36	75.62	56.16
45	34.56	25.94	60.50	45.36	75.62	56.16
46	36.74	28.08	62.66	47.54	79.92	60.50
47	36.74	28.08	64.82	49.68	82.12	62.66
48	38.90	28.08	66.98	49.68	84.24	62.66
49	38.90	30.26	66.98	51.84	84.24	64.82
50	41.06	30.26	69.12	51.84	86.44	64.82
51	43.22	32.38	71.30	54.02	90.74	71.30
52	43.22	32.38	73.44	56.16	92.90	73.44
53	47.54	34.56	77.80	58.36	99.38	77.80
54	49.68	36.74	82.12	62.66	103.70	79.92
55	54.02	41.06	88.58	66.98	114.50	86.44
56	60.50	45.36	97.20	75.62	125.28	95.08
57	66.98	51.84	105.84	82.12	136.10	105.84
58	73.44	56.16	118.82	90.74	151.22	114.50
59	82.12	62.66	129.62	99.38	166.36	125.28
60	90.74	71.30	142.58	112.36	181.48	142.58
61	101.52	82.12	159.86	129.62	200.90	162.02
62	112.36	88.58	175.00	138.28	222.52	175.00
63	129.62	103.70	203.10	164.20	254.94	205.20
64	144.74	114.50	224.66	177.14	283.02	222.52
65	159.86	131.80	246.26	200.90	308.92	252.74
66	175.00	140.44	263.56	211.72	330.56	265.72
67	196.58	155.54	291.64	231.18	367.26	291.64
68	218.18	177.14	319.74	259.26	399.68	326.18
69	241.94	192.28	352.14	280.84	438.54	349.96
70	265.72	211.72	386.72	306.78	479.60	380.22
71	289.48	228.98	414.76	328.38	509.84	404.00
72	321.88	257.08	458.00	365.10	555.22	440.72
73	358.64	289.48	503.38	404.00	604.90	486.08
74	393.18	315.40	546.54	440.72	643.78	518.46
75	436.38	345.64	602.72	477.44	697.78	555.22
76	483.92	382.38	656.74	520.66	753.94	596.28
77	544.42	436.38	736.66	587.60	829.56	663.20
78	607.04	483.92	807.96	643.78	898.68	715.04
79	654.56	527.14	864.14	695.64	952.70	764.76
80		566.00		736.66		812.30
81		611.38		788.50		866.30
82		656.74		840.38		922.46
83		699.96		890.06		974.30
84		738.82		933.24		999.98

**Attachment 1**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Current Annual Premiums**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**2 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	30.26	21.60	51.84	38.90	64.82	47.54
41	30.26	21.60	51.84	38.90	64.82	47.54
42	30.26	21.60	51.84	38.90	64.82	47.54
43	30.26	21.60	51.84	38.90	64.82	47.54
44	30.26	21.60	51.84	38.90	64.82	47.54
45	30.26	21.60	51.84	38.90	64.82	47.54
46	30.26	23.76	54.02	41.06	66.98	49.68
47	32.38	23.76	56.16	41.06	69.12	51.84
48	32.38	23.76	56.16	41.06	69.12	51.84
49	32.38	23.76	56.16	41.06	71.30	54.02
50	34.56	25.94	58.36	43.22	73.44	58.36
51	34.56	25.94	60.50	45.36	75.62	60.50
52	36.74	28.08	62.66	47.54	79.92	62.66
53	38.90	30.26	64.82	49.68	82.12	64.82
54	41.06	30.26	69.12	51.84	88.58	64.82
55	45.36	34.56	75.62	56.16	97.20	73.44
56	51.84	36.74	84.24	60.50	108.00	77.80
57	56.16	43.22	90.74	69.12	116.66	88.58
58	62.66	47.54	99.38	75.62	127.46	97.20
59	69.12	51.84	110.20	84.24	138.28	105.84
60	79.92	58.36	125.28	92.90	157.72	116.66
61	86.44	64.82	136.10	101.52	170.66	127.46
62	97.20	73.44	153.36	116.66	194.44	146.92
63	110.20	79.92	170.66	125.28	216.04	157.72
64	127.46	90.74	196.58	142.58	248.44	179.30
65	140.44	101.52	213.88	155.54	270.02	196.58
66	157.72	112.36	237.64	170.66	298.10	213.88
67	172.82	123.16	257.08	181.48	324.04	228.98
68	190.10	138.28	280.84	203.10	349.96	252.74
69	207.40	149.06	302.48	216.04	378.02	270.02
70	224.66	164.20	324.04	237.64	401.82	293.80
71	246.26	179.30	352.14	254.94	434.22	313.26
72	267.90	194.44	380.22	276.52	462.30	334.86
73	291.64	213.88	406.14	300.28	488.22	360.76
74	319.74	235.48	442.84	326.18	522.80	384.54
75	352.14	254.94	486.08	352.14	561.68	408.30
76	388.86	283.02	529.28	384.54	609.20	440.72
77	432.08	315.40	583.30	425.56	654.56	479.60
78	475.30	347.82	632.96	464.46	704.28	516.30
79	520.66	380.22	689.12	501.20	751.80	557.36
80		414.76		540.08		598.40
81		453.66		583.30		645.94
82		494.70		628.66		695.64
83		540.08		678.32		747.46
84		589.76		732.36		803.66

**Attachment 2**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**LIFETIME BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	62.44	46.18	116.78	86.92	146.64	108.62
41	62.44	46.18	116.78	86.92	146.64	108.62
42	62.44	46.18	116.78	86.92	146.64	108.62
43	62.44	46.18	116.78	86.92	146.64	108.62
44	62.44	46.18	116.78	86.92	146.64	108.62
45	62.44	46.18	116.78	86.92	146.64	108.62
46	67.90	51.58	122.20	92.32	154.80	116.78
47	67.90	51.58	124.92	92.32	157.48	116.78
48	70.58	51.58	127.60	95.06	160.22	119.48
49	70.58	54.32	127.60	97.76	162.96	122.20
50	73.32	54.32	130.34	97.76	165.62	124.92
51	76.04	57.02	135.74	103.20	171.08	130.34
52	81.46	59.76	141.22	105.86	179.20	135.74
53	84.16	62.44	146.64	111.32	187.34	141.22
54	89.60	67.90	154.80	116.78	198.24	149.32
55	100.46	76.04	171.08	130.34	219.94	165.62
56	108.62	84.16	187.34	143.92	238.94	187.34
57	119.48	92.32	203.64	157.48	260.68	200.96
58	133.08	103.20	225.36	171.08	285.14	219.94
59	149.32	111.32	247.12	187.34	314.98	238.94
60	165.62	130.34	271.54	214.52	344.86	271.54
61	184.66	149.32	306.84	249.82	385.58	312.28
62	203.64	160.22	333.98	266.08	423.62	333.98
63	233.52	190.08	382.86	309.52	483.34	391.00
64	263.42	206.38	429.04	336.74	540.34	426.30
65	293.28	238.94	469.72	382.86	591.92	483.34
66	320.42	255.28	505.06	404.58	638.12	510.48
67	355.70	282.42	556.64	442.62	697.86	553.94
68	391.00	320.42	605.52	494.20	757.58	616.40
69	439.88	347.56	673.42	534.94	839.04	665.28
70	486.04	385.58	738.56	586.50	915.10	727.74
71	532.22	420.90	798.30	632.68	980.24	779.28
72	583.78	464.32	871.64	695.12	999.98	841.78
73	648.94	521.36	953.08	765.74	999.98	920.48
74	714.12	575.70	999.98	839.04	999.98	991.10
75	792.90	629.98	999.98	915.10	999.98	999.98
76	885.20	700.56	999.98	999.98	999.98	999.98
77	988.38	790.16	999.98	999.98	999.98	999.98
78	999.98	871.64	999.98	999.98	999.98	999.98
79	999.98	958.52	999.98	999.98	999.98	999.98

**Attachment 2**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**4 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	48.88	35.28	86.92	62.44	108.62	78.76
41	48.88	35.28	86.92	62.44	108.62	78.76
42	48.88	35.28	86.92	62.44	108.62	78.76
43	48.88	35.28	86.92	62.44	108.62	78.76
44	48.88	35.28	86.92	62.44	108.62	78.76
45	48.88	35.28	86.92	62.44	108.62	78.76
46	51.58	38.04	89.60	65.14	114.04	81.46
47	54.32	38.04	92.32	65.14	116.78	84.16
48	54.32	38.04	92.32	67.90	116.78	84.16
49	54.32	40.74	95.06	70.58	119.48	86.92
50	57.02	40.74	97.76	70.58	122.20	86.92
51	59.76	43.42	100.46	76.04	133.08	95.06
52	62.44	43.42	103.20	76.04	135.74	97.76
53	65.14	46.18	108.62	78.76	138.48	100.46
54	70.58	48.88	114.04	81.46	146.64	105.86
55	76.04	54.32	124.92	89.60	162.96	116.78
56	84.16	62.44	138.48	100.46	176.50	130.34
57	92.32	67.90	149.32	111.32	190.08	141.22
58	103.20	76.04	165.62	119.48	209.10	152.06
59	114.04	81.46	181.94	130.34	230.80	165.62
60	127.60	95.06	200.96	152.06	252.52	190.08
61	141.22	111.32	225.36	173.78	282.42	219.94
62	157.48	119.48	244.38	187.34	309.52	233.52
63	179.20	138.48	279.66	217.24	353.00	274.22
64	200.96	152.06	312.28	236.24	396.42	298.70
65	225.36	176.50	344.86	268.84	434.44	339.42
66	244.38	187.34	369.28	285.14	467.06	358.46
67	274.22	209.10	407.34	309.52	513.20	388.28
68	301.36	233.52	445.34	344.86	556.64	431.72
69	336.74	255.28	491.48	374.72	613.64	467.06
70	372.02	282.42	540.34	410.00	670.66	510.48
71	407.34	309.52	583.78	442.62	719.60	545.76
72	450.76	342.12	638.12	486.04	773.86	589.26
73	499.60	382.86	697.86	537.64	836.32	643.56
74	548.50	423.62	763.02	589.26	901.54	695.12
75	610.98	464.32	844.44	640.82	977.54	741.32
76	681.56	515.92	925.94	700.56	999.98	803.76
77	760.28	581.12	999.98	784.74	999.98	882.48
78	841.78	640.82	999.98	852.62	999.98	950.38
79	915.10	706.00	999.98	931.36	999.98	999.98
80		768.44		999.26		999.98
81		833.64		999.98		999.98
82		909.66		999.98		999.98
83		991.10		999.98		999.98
84		999.98		999.98		999.98

**Attachment 2**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**3 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	43.42	32.62	76.04	57.02	95.06	70.58
41	43.42	32.62	76.04	57.02	95.06	70.58
42	43.42	32.62	76.04	57.02	95.06	70.58
43	43.42	32.62	76.04	57.02	95.06	70.58
44	43.42	32.62	76.04	57.02	95.06	70.58
45	43.42	32.62	76.04	57.02	95.06	70.58
46	46.18	35.28	78.76	59.76	100.46	76.04
47	46.18	35.28	81.46	62.44	103.20	78.76
48	48.88	35.28	84.16	62.44	105.86	78.76
49	48.88	38.04	84.16	65.14	105.86	81.46
50	51.58	38.04	86.92	65.14	108.62	81.46
51	54.32	40.74	89.60	67.90	114.04	89.60
52	54.32	40.74	92.32	70.58	116.78	92.32
53	59.76	43.42	97.76	73.32	124.92	97.76
54	62.44	46.18	103.20	78.76	130.34	100.46
55	67.90	51.58	111.32	84.16	143.92	108.62
56	76.04	57.02	122.20	95.06	157.48	119.48
57	84.16	65.14	133.08	103.20	171.08	133.08
58	92.32	70.58	149.32	114.04	190.08	143.92
59	103.20	78.76	162.96	124.92	209.10	157.48
60	114.04	89.60	179.20	141.22	228.12	179.20
61	127.60	103.20	200.96	162.96	252.52	203.64
62	141.22	111.32	219.94	173.78	279.66	219.94
63	162.96	130.34	255.28	206.38	320.42	257.94
64	181.94	143.92	282.42	222.66	355.70	279.66
65	200.96	165.62	309.52	252.52	388.28	317.70
66	219.94	176.50	331.30	266.08	415.48	333.98
67	247.12	195.50	366.58	290.56	461.58	366.58
68	274.22	222.66	401.88	325.84	502.34	410.00
69	304.12	241.68	442.62	353.00	551.22	439.88
70	333.98	266.08	486.04	385.58	602.84	477.90
71	363.84	287.80	521.36	412.74	640.82	507.78
72	404.58	323.10	575.70	458.92	697.86	553.94
73	450.76	363.84	632.68	507.78	760.28	610.98
74	494.20	396.42	686.98	553.94	809.16	651.70
75	548.50	434.44	757.58	600.08	877.06	697.86
76	608.22	480.64	825.48	654.40	947.64	749.46
77	684.28	548.50	925.94	738.56	999.98	833.64
78	763.02	608.22	999.98	809.16	999.98	898.78
79	822.74	662.54	999.98	874.32	999.98	961.22
80		711.44		925.94		999.98
81		768.44		991.10		999.98
82		825.48		999.98		999.98
83		879.80		999.98		999.98
84		928.68		999.98		999.98

**Attachment 2**

**RiverSource Life Insurance Company  
227 Ameriprise Financial Center  
Minneapolis, MN 55474**

**Annual Premiums with 25.7% Rate Increase**

**Nursing Home Indemnity Policy**

**FORMS: 30225-PA, 30225-PA1, 30225A-PA1**

Annual Premiums Per \$10 Daily Benefit

**2 YEAR BENEFIT PERIOD**

Issue Age	<b>No Benefit Increase Option</b>		<b>Simple Benefit Increase Option</b>		<b>Compound Benefit Increase Option</b>	
	<i>Deductible</i>		<i>Deductible</i>		<i>Deductible</i>	
	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>	<i>20 days</i>	<i>100 days</i>
40	38.04	27.14	65.14	48.88	81.46	59.76
41	38.04	27.14	65.14	48.88	81.46	59.76
42	38.04	27.14	65.14	48.88	81.46	59.76
43	38.04	27.14	65.14	48.88	81.46	59.76
44	38.04	27.14	65.14	48.88	81.46	59.76
45	38.04	27.14	65.14	48.88	81.46	59.76
46	38.04	29.86	67.90	51.58	84.16	62.44
47	40.74	29.86	70.58	51.58	86.92	65.14
48	40.74	29.86	70.58	51.58	86.92	65.14
49	40.74	29.86	70.58	51.58	89.60	67.90
50	43.42	32.62	73.32	54.32	92.32	73.32
51	43.42	32.62	76.04	57.02	95.06	76.04
52	46.18	35.28	78.76	59.76	100.46	78.76
53	48.88	38.04	81.46	62.44	103.20	81.46
54	51.58	38.04	86.92	65.14	111.32	81.46
55	57.02	43.42	95.06	70.58	122.20	92.32
56	65.14	46.18	105.86	76.04	135.74	97.76
57	70.58	54.32	114.04	86.92	146.64	111.32
58	78.76	59.76	124.92	95.06	160.22	122.20
59	86.92	65.14	138.48	105.86	173.78	133.08
60	100.46	73.32	157.48	116.78	198.24	146.64
61	108.62	81.46	171.08	127.60	214.52	160.22
62	122.20	92.32	192.78	146.64	244.38	184.66
63	138.48	100.46	214.52	157.48	271.54	198.24
64	160.22	114.04	247.12	179.20	312.28	225.36
65	176.50	127.60	268.84	195.50	339.42	247.12
66	198.24	141.22	298.70	214.52	374.72	268.84
67	217.24	154.80	323.10	228.12	407.34	287.80
68	238.94	173.78	353.00	255.28	439.88	317.70
69	260.68	187.34	380.16	271.54	475.18	339.42
70	282.42	206.38	407.34	298.70	505.06	369.28
71	309.52	225.36	442.62	320.42	545.76	393.74
72	336.74	244.38	477.90	347.56	581.12	420.90
73	366.58	268.84	510.48	377.46	613.64	453.42
74	401.88	295.98	556.64	410.00	657.08	483.34
75	442.62	320.42	610.98	442.62	706.00	513.20
76	488.78	355.70	665.28	483.34	765.74	553.94
77	543.08	396.42	733.14	534.94	822.74	602.84
78	597.40	437.18	795.60	583.78	885.20	648.94
79	654.40	477.90	866.16	629.98	944.96	700.56
80		521.36		678.84		752.12
81		570.22		733.14		811.90
82		621.78		790.16		874.32
83		678.84		852.62		939.50
84		741.32		920.48		999.98

**Attachment 3**  
**RiverSource Life Insurance Company**  
**Nationwide Experience Projections with No Increase**  
**Adjusted for Cumulative Prior Approved Rate Increases on a Nationwide Basis**  
**Policy Form: 30225**

	Calendar Year	Loss Ratio Demonstration						Interest Rate Factors	
		Without Interest			With Interest			Calendar Year	Mid-Year
		Earned Premiums	Incurred Claims	Loss Ratio	Earned Premiums	Incurred Claims	Loss Ratio	Effective Int Rate	Disc / Accum Factor
Historical Experience	1992	145	0	0.0%	390	0	0.0%	4.50%	2.6923
	1993	2,687,231	147,465	5.5%	6,923,174	379,918	5.5%	4.50%	2.5763
	1994	12,917,341	1,546,420	12.0%	31,846,160	3,812,513	12.0%	4.50%	2.4654
	1995	26,751,603	3,433,304	12.8%	63,112,803	8,099,905	12.8%	4.50%	2.3592
	1996	42,759,044	6,593,399	15.4%	96,533,792	14,885,408	15.4%	4.50%	2.2576
	1997	58,784,470	7,435,883	12.6%	126,998,237	16,064,515	12.6%	4.50%	2.1604
	1998	67,698,803	13,350,905	19.7%	139,958,663	27,601,297	19.7%	4.50%	2.0674
	1999	66,593,958	18,810,594	28.2%	131,745,967	37,213,885	28.2%	4.50%	1.9783
	2000	63,714,911	18,800,419	29.5%	120,622,213	35,592,111	29.5%	4.50%	1.8932
	2001	61,142,111	23,527,379	38.5%	110,766,989	42,622,947	38.5%	4.50%	1.8116
	2002	58,986,041	31,601,651	53.6%	102,259,315	54,785,218	53.6%	4.50%	1.7336
	2003	56,855,134	35,104,688	61.7%	94,320,703	58,237,464	61.7%	4.50%	1.6590
	2004	55,059,197	32,512,896	59.1%	87,407,948	51,615,092	59.1%	4.50%	1.5875
	2005	54,597,354	29,999,070	54.9%	82,942,354	45,573,517	54.9%	4.50%	1.5192
2006	63,270,107	40,317,828	63.7%	91,978,651	58,611,873	63.7%	4.50%	1.4537	
2007	60,888,196	44,116,131	72.5%	84,704,266	61,371,904	72.5%	4.50%	1.3911	
2008	59,327,460	46,826,329	78.9%	78,979,002	62,337,015	78.9%	4.50%	1.3312	
2009	62,567,911	52,347,076	83.7%	79,706,043	66,685,594	83.7%	4.50%	1.2739	
2010	64,429,868	49,366,343	76.6%	78,543,554	60,180,288	76.6%	4.50%	1.2191	
2011	63,231,977	68,762,658	108.7%	73,763,884	80,215,754	108.7%	4.50%	1.1666	
2012	64,246,642	64,400,209	100.2%	71,720,145	71,891,576	100.2%	4.50%	1.1163	
2013	61,782,665	69,077,331	111.8%	65,999,565	73,792,120	111.8%	4.50%	1.0683	
2014	64,794,274	78,516,845	121.2%	66,236,103	80,264,035	121.2%	4.50%	1.0223	
Projected Future Experience	2015	62,344,368	89,064,872	142.9%	60,987,254	87,126,106	142.9%	4.50%	0.9782
	2016	58,314,510	94,714,643	162.4%	54,588,630	88,663,055	162.4%	4.50%	0.9361
	2017	54,327,563	101,011,285	185.9%	48,666,431	90,485,538	185.9%	4.50%	0.8958
	2018	50,394,498	107,441,428	213.2%	43,199,240	92,101,087	213.2%	4.50%	0.8572
	2019	46,534,662	113,830,566	244.6%	38,172,733	93,376,069	244.6%	4.50%	0.8203
	2020	42,768,912	120,164,680	281.0%	33,572,880	94,327,264	281.0%	4.50%	0.7850
	2021	39,114,093	126,330,265	323.0%	29,381,731	94,896,790	323.0%	4.50%	0.7512
	2022	35,588,325	132,240,520	371.6%	25,582,051	95,058,809	371.6%	4.50%	0.7188
	2023	32,208,169	138,065,546	428.7%	22,155,296	94,972,276	428.7%	4.50%	0.6879
	2024	28,985,875	143,699,574	495.8%	19,080,144	94,591,197	495.8%	4.50%	0.6583
	2025	25,931,064	148,739,309	573.6%	16,334,253	93,692,475	573.6%	4.50%	0.6299
	2026	23,056,218	152,994,618	663.6%	13,897,950	92,222,908	663.6%	4.50%	0.6028
	2027	20,373,407	155,849,764	765.0%	11,751,952	89,898,515	765.0%	4.50%	0.5768
	2028	17,887,399	156,325,884	873.9%	9,873,640	86,290,100	873.9%	4.50%	0.5520
	2029	15,600,679	154,601,624	991.0%	8,240,570	81,663,472	991.0%	4.50%	0.5282
	2030	13,515,336	151,335,371	1119.7%	6,831,630	76,495,862	1119.7%	4.50%	0.5055
	2031	11,627,111	146,832,966	1262.8%	5,624,100	71,023,943	1262.8%	4.50%	0.4837
	2032	9,929,203	141,119,228	1421.3%	4,595,992	65,320,742	1421.3%	4.50%	0.4629
	2033	8,417,532	134,270,528	1595.1%	3,728,494	59,474,298	1595.1%	4.50%	0.4429
	2034	7,085,484	126,360,957	1783.4%	3,003,322	53,560,576	1783.4%	4.50%	0.4239
	2035	5,921,448	117,563,988	1985.4%	2,401,839	47,685,941	1985.4%	4.50%	0.4056
	2036	4,912,104	108,051,626	2199.7%	1,906,634	41,940,254	2199.7%	4.50%	0.3882
	2037	4,043,842	98,046,484	2424.6%	1,502,026	36,417,950	2424.6%	4.50%	0.3714
	2038	3,303,068	87,890,862	2660.9%	1,174,045	31,239,991	2660.9%	4.50%	0.3554
	2039	2,676,408	77,848,979	2908.7%	910,339	26,479,136	2908.7%	4.50%	0.3401
	2040	2,150,886	68,162,041	3169.0%	700,087	22,185,906	3169.0%	4.50%	0.3255
	2041	1,714,089	59,028,053	3443.7%	533,890	18,385,556	3443.7%	4.50%	0.3115
	2042	1,354,310	50,616,343	3737.4%	403,664	15,086,649	3737.4%	4.50%	0.2981
	2043	1,060,674	43,009,878	4055.0%	302,529	12,267,440	4055.0%	4.50%	0.2852
	2044	823,239	36,209,699	4398.4%	224,696	9,883,126	4398.4%	4.50%	0.2729
	2045	633,051	30,183,494	4767.9%	165,345	7,883,565	4767.9%	4.50%	0.2612
2046	482,158	24,884,788	5161.1%	120,511	6,219,719	5161.1%	4.50%	0.2499	
2047	363,604	20,260,798	5572.2%	86,966	4,845,930	5572.2%	4.50%	0.2392	
2048	271,385	16,267,929	5994.4%	62,114	3,723,373	5994.4%	4.50%	0.2289	
2049	200,391	12,868,300	6421.6%	43,890	2,818,442	6421.6%	4.50%	0.2190	
2050	146,320	10,024,783	6851.3%	30,667	2,101,100	6851.3%	4.50%	0.2096	
2051	105,596	7,689,702	7282.2%	21,179	1,542,286	7282.2%	4.50%	0.2006	
2052	75,280	5,817,632	7728.0%	14,448	1,116,569	7728.0%	4.50%	0.1919	
2053	52,983	4,341,757	8194.7%	9,731	797,422	8194.7%	4.50%	0.1837	
2054	36,786	3,194,838	8684.9%	6,465	561,507	8684.9%	4.50%	0.1758	
Past		1,193,086,443	736,594,822	61.7%	1,887,069,921	1,011,833,948	53.6%		
Future		634,332,025	3,516,955,604	554.4%	469,889,361	1,988,422,944	423.2%		
Lifetime		1,827,418,468	4,253,550,426	232.8%	2,356,959,281	3,000,256,892	127.3%		

**Attachment 3**  
**RiverSource Life Insurance Company**  
**Nationwide Experience Projections with 25.7% Increase**  
**Adjusted for Cumulative Prior Approved Rate Increases on a Nationwide Basis**  
**Policy Form: 30225**

	Calendar Year	Loss Ratio Demonstration						Interest Rate Factors	
		Without Interest			With Interest			Calendar Year Effective Int Rate	Mid-Year Disc / Accum Factor
		Earned Premiums	Incurred Claims	Loss Ratio	Earned Premiums	Incurred Claims	Loss Ratio		
Historical Experience	1992	145	0	0.0%	390	0	0.0%	4.50%	2.6923
	1993	2,687,231	147,465	5.5%	6,923,174	379,918	5.5%	4.50%	2.5763
	1994	12,917,341	1,546,420	12.0%	31,846,160	3,812,513	12.0%	4.50%	2.4654
	1995	26,751,603	3,433,304	12.8%	63,112,803	8,099,905	12.8%	4.50%	2.3592
	1996	42,759,044	6,593,399	15.4%	96,533,792	14,885,408	15.4%	4.50%	2.2576
	1997	58,784,470	7,435,883	12.6%	126,998,237	16,064,515	12.6%	4.50%	2.1604
	1998	67,698,803	13,350,905	19.7%	139,958,663	27,601,297	19.7%	4.50%	2.0674
	1999	66,593,958	18,810,594	28.2%	131,745,967	37,213,885	28.2%	4.50%	1.9783
	2000	63,714,911	18,800,419	29.5%	120,622,213	35,592,111	29.5%	4.50%	1.8932
	2001	61,142,111	23,527,379	38.5%	110,766,989	42,622,947	38.5%	4.50%	1.8116
	2002	58,986,041	31,601,651	53.6%	102,259,315	54,785,218	53.6%	4.50%	1.7336
	2003	56,855,134	35,104,688	61.7%	94,320,703	58,237,464	61.7%	4.50%	1.6590
	2004	55,059,197	32,512,896	59.1%	87,407,948	51,615,092	59.1%	4.50%	1.5875
	2005	54,597,354	29,999,070	54.9%	82,942,354	45,573,517	54.9%	4.50%	1.5192
2006	63,270,107	40,317,828	63.7%	91,978,651	58,611,873	63.7%	4.50%	1.4537	
2007	60,888,196	44,116,131	72.5%	84,704,266	61,371,904	72.5%	4.50%	1.3911	
2008	59,327,460	46,826,329	78.9%	78,979,002	62,337,015	78.9%	4.50%	1.3312	
2009	62,567,911	52,347,076	83.7%	79,706,043	66,685,594	83.7%	4.50%	1.2739	
2010	64,429,868	49,366,343	76.6%	78,543,554	60,180,288	76.6%	4.50%	1.2191	
2011	63,231,977	68,762,658	108.7%	73,763,884	80,215,754	108.7%	4.50%	1.1666	
2012	64,246,642	64,400,209	100.2%	71,720,145	71,891,576	100.2%	4.50%	1.1163	
2013	61,782,665	69,077,331	111.8%	65,999,565	73,792,120	111.8%	4.50%	1.0683	
2014	64,794,274	78,516,845	121.2%	66,236,103	80,264,035	121.2%	4.50%	1.0223	
Projected Future Experience	2015	62,952,466	88,978,988	141.3%	61,582,115	87,042,091	141.3%	4.50%	0.9782
	2016	67,754,632	95,003,495	140.2%	63,425,596	88,933,451	140.2%	4.50%	0.9361
	2017	65,914,914	100,978,473	153.2%	59,046,337	90,456,144	153.2%	4.50%	0.8958
	2018	61,143,214	106,295,257	173.8%	52,413,269	91,118,565	173.8%	4.50%	0.8572
	2019	56,460,324	111,457,000	197.4%	46,314,829	91,429,015	197.4%	4.50%	0.8203
	2020	51,891,549	116,854,844	225.2%	40,733,998	91,729,098	225.2%	4.50%	0.7850
	2021	47,457,326	122,610,034	258.4%	35,649,002	92,102,225	258.4%	4.50%	0.7512
	2022	43,179,639	128,285,340	297.1%	31,038,936	92,215,696	297.1%	4.50%	0.7188
	2023	39,078,590	133,876,851	342.6%	26,881,309	92,090,964	342.6%	4.50%	0.6879
	2024	35,169,042	139,282,902	396.0%	23,150,255	91,683,893	396.0%	4.50%	0.6583
	2025	31,462,677	144,113,906	458.0%	19,818,675	90,778,884	458.0%	4.50%	0.6299
	2026	27,974,638	148,186,749	529.7%	16,862,701	89,324,796	529.7%	4.50%	0.6028
	2027	24,719,576	150,906,597	610.5%	14,258,945	87,047,158	610.5%	4.50%	0.5768
	2028	21,703,283	151,327,362	697.3%	11,979,964	83,530,973	697.3%	4.50%	0.5520
	2029	18,928,774	149,622,564	790.5%	9,998,533	79,033,439	790.5%	4.50%	0.5282
	2030	16,398,591	146,429,782	892.9%	8,289,036	74,016,222	892.9%	4.50%	0.5055
	2031	14,107,566	142,045,306	1006.9%	6,823,910	68,708,124	1006.9%	4.50%	0.4837
	2032	12,047,450	136,493,401	1133.0%	5,576,479	63,179,556	1133.0%	4.50%	0.4629
	2033	10,213,295	129,848,155	1271.4%	4,523,916	57,515,435	1271.4%	4.50%	0.4429
	2034	8,597,078	122,181,267	1421.2%	3,644,041	51,788,933	1421.2%	4.50%	0.4239
	2035	7,184,713	113,660,352	1582.0%	2,914,241	46,102,560	1582.0%	4.50%	0.4056
	2036	5,960,041	104,451,487	1752.5%	2,313,391	40,542,860	1752.5%	4.50%	0.3882
	2037	4,906,546	94,769,601	1931.5%	1,822,466	35,200,799	1931.5%	4.50%	0.3714
	2038	4,007,738	84,945,196	2119.5%	1,424,513	30,192,981	2119.5%	4.50%	0.3554
	2039	3,247,388	75,233,258	2316.7%	1,104,549	25,589,438	2316.7%	4.50%	0.3401
	2040	2,609,751	65,866,512	2523.9%	849,442	21,438,740	2523.9%	4.50%	0.3255
	2041	2,079,769	57,035,933	2742.4%	647,789	17,765,067	2742.4%	4.50%	0.3115
	2042	1,643,235	48,904,789	2976.1%	489,781	14,576,505	2976.1%	4.50%	0.2981
	2043	1,286,956	41,552,929	3228.8%	367,070	11,851,883	3228.8%	4.50%	0.2852
	2044	998,867	34,981,081	3502.1%	272,632	9,547,786	3502.1%	4.50%	0.2729
	2045	768,104	29,157,798	3796.1%	200,620	7,615,666	3796.1%	4.50%	0.2612
2046	585,020	24,037,976	4108.9%	146,220	6,008,067	4108.9%	4.50%	0.2499	
2047	441,174	19,570,459	4436.0%	105,519	4,680,816	4436.0%	4.50%	0.2392	
2048	329,282	15,712,989	4771.9%	75,365	3,596,359	4771.9%	4.50%	0.2289	
2049	243,142	12,428,858	5111.8%	53,253	2,722,195	5111.8%	4.50%	0.2190	
2050	177,535	9,682,107	5453.6%	37,210	2,029,278	5453.6%	4.50%	0.2096	
2051	128,124	7,426,604	5796.4%	25,697	1,489,518	5796.4%	4.50%	0.2006	
2052	91,340	5,618,416	6151.1%	17,531	1,078,333	6151.1%	4.50%	0.1919	
2053	64,286	4,192,962	6522.4%	11,807	770,094	6522.4%	4.50%	0.1837	
2054	44,634	3,085,267	6912.4%	7,845	542,250	6912.4%	4.50%	0.1758	
Past		1,193,086,443	736,594,822	61.7%	1,887,069,921	1,011,833,948	53.6%		
Future		753,952,271	3,417,092,848	453.2%	554,898,787	1,937,065,859	349.1%		
Lifetime		1,947,038,713	4,153,687,670	213.3%	2,441,968,708	2,948,899,807	120.8%		

**Attachment 4**  
**RiverSource Life Insurance Company**  
**Nationwide Written Premiums and Paid Claim Experience Projections with No Increase**  
**Adjusted for Cumulative Prior Approved Rate Increases on a Nationwide Basis**  
**Policy Form: 30225**

	Calendar Year	Loss Ratio Demonstration						Interest Rate Factors	
		Without Interest			With Interest			Calendar Year Effective Int Rate	Mid-Year Disc / Accum Factor
		Written Premiums	Paid Claims	Loss Ratio	Written Premiums	Paid Claims	Loss Ratio		
Historical Experience	1992	2,036	0	0.0%	5,481	0	0.0%	4.50%	2.6923
	1993	5,115,872	13,547	0.3%	13,180,137	34,900	0.3%	4.50%	2.5763
	1994	16,380,827	161,852	1.0%	40,384,972	399,026	1.0%	4.50%	2.4654
	1995	31,300,939	524,580	1.7%	73,845,668	1,237,599	1.7%	4.50%	2.3592
	1996	49,010,378	1,649,792	3.4%	110,646,945	3,724,609	3.4%	4.50%	2.2576
	1997	62,241,442	3,095,433	5.0%	134,466,694	6,687,389	5.0%	4.50%	2.1604
	1998	67,764,309	4,844,252	7.1%	140,094,087	10,014,874	7.1%	4.50%	2.0674
	1999	65,777,217	7,367,115	11.2%	130,130,170	14,574,711	11.2%	4.50%	1.9783
	2000	62,876,930	10,763,930	17.1%	119,035,786	20,377,790	17.1%	4.50%	1.8932
	2001	60,495,995	14,405,241	23.8%	109,596,465	26,096,992	23.8%	4.50%	1.8116
	2002	58,343,470	18,680,647	32.0%	101,145,341	32,385,123	32.0%	4.50%	1.7336
	2003	56,302,441	23,278,895	41.3%	93,403,804	38,618,882	41.3%	4.50%	1.6590
	2004	54,426,452	27,534,536	50.6%	86,403,448	43,711,812	50.6%	4.50%	1.5875
	2005	58,253,847	31,487,830	54.1%	88,497,167	47,835,189	54.1%	4.50%	1.5192
2006	62,684,684	33,996,067	54.2%	91,127,595	49,421,639	54.2%	4.50%	1.4537	
2007	60,129,816	37,435,385	62.3%	83,649,251	52,078,022	62.3%	4.50%	1.3911	
2008	60,162,412	42,365,180	70.4%	80,090,522	56,398,160	70.4%	4.50%	1.3312	
2009	63,127,138	47,505,932	75.3%	80,418,450	60,518,401	75.3%	4.50%	1.2739	
2010	64,120,026	51,968,036	81.0%	78,165,840	63,351,895	81.0%	4.50%	1.2191	
2011	63,671,464	55,513,766	87.2%	74,276,572	64,760,130	87.2%	4.50%	1.1666	
2012	63,374,559	63,234,897	99.8%	70,746,617	70,590,709	99.8%	4.50%	1.1163	
2013	62,462,226	69,016,838	110.5%	66,725,509	73,727,497	110.5%	4.50%	1.0683	
2014	64,634,315	73,373,862	113.5%	66,072,584	75,006,607	113.5%	4.50%	1.0223	
Projected Future Experience	2015	62,213,243	76,031,750	122.2%	60,858,983	74,376,689	122.2%	4.50%	0.9782
	2016	58,180,044	76,652,017	131.7%	54,462,756	71,754,501	131.7%	4.50%	0.9361
	2017	54,192,075	89,013,671	164.3%	48,545,061	79,738,119	164.3%	4.50%	0.8958
	2018	50,260,736	100,596,741	200.1%	43,084,577	86,233,675	200.1%	4.50%	0.8572
	2019	46,404,643	109,470,315	235.9%	38,066,078	89,799,323	235.9%	4.50%	0.8203
	2020	42,643,309	115,739,832	271.4%	33,474,285	90,853,832	271.4%	4.50%	0.7850
	2021	38,992,392	122,687,985	314.6%	29,290,312	92,160,781	314.6%	4.50%	0.7512
	2022	35,471,569	129,638,926	365.5%	25,498,124	93,188,698	365.5%	4.50%	0.7188
	2023	32,096,265	136,386,224	424.9%	22,078,321	93,817,107	424.9%	4.50%	0.6879
	2024	28,878,447	142,803,217	494.5%	19,009,429	94,001,164	494.5%	4.50%	0.6583
	2025	25,829,671	148,931,199	576.6%	16,270,385	93,813,348	576.6%	4.50%	0.6299
	2026	22,961,167	154,588,409	673.3%	13,840,654	93,183,622	673.3%	4.50%	0.6028
	2027	20,285,521	159,650,962	787.0%	11,701,257	92,091,153	787.0%	4.50%	0.5768
	2028	17,806,652	164,058,770	921.3%	9,829,068	90,558,565	921.3%	4.50%	0.5520
	2029	15,528,250	167,278,970	1077.3%	8,202,312	88,359,883	1077.3%	4.50%	0.5282
	2030	13,451,110	168,883,873	1255.5%	6,799,166	85,366,147	1255.5%	4.50%	0.5055
	2031	11,569,874	168,868,446	1459.6%	5,596,414	81,682,630	1459.6%	4.50%	0.4837
	2032	9,879,094	167,287,559	1693.3%	4,572,798	77,433,441	1693.3%	4.50%	0.4629
	2033	8,373,928	164,206,936	1960.9%	3,709,179	72,734,444	1960.9%	4.50%	0.4429
	2034	7,047,852	159,698,792	2265.9%	2,987,370	67,691,473	2265.9%	4.50%	0.4239
	2035	5,889,183	153,844,058	2612.3%	2,388,752	62,401,750	2612.3%	4.50%	0.4056
	2036	4,884,607	146,756,595	3004.5%	1,895,961	56,963,594	3004.5%	4.50%	0.3882
	2037	4,020,555	138,576,512	3446.7%	1,493,377	51,472,242	3446.7%	4.50%	0.3714
	2038	3,283,474	129,492,549	3943.8%	1,167,080	46,026,924	3943.8%	4.50%	0.3554
	2039	2,660,030	119,736,615	4501.3%	904,769	40,726,572	4501.3%	4.50%	0.3401
	2040	2,137,291	109,558,853	5126.1%	695,662	35,660,060	5126.1%	4.50%	0.3255
	2041	1,702,884	99,208,035	5825.9%	530,400	30,900,475	5825.9%	4.50%	0.3115
	2042	1,345,143	88,922,992	6610.7%	400,932	26,504,284	6610.7%	4.50%	0.2981
	2043	1,053,230	78,919,702	7493.1%	300,406	22,509,775	7493.1%	4.50%	0.2852
	2044	817,238	69,374,193	8488.9%	223,058	18,935,090	8488.9%	4.50%	0.2729
	2045	628,249	60,415,372	9616.5%	164,091	15,779,767	9616.5%	4.50%	0.2612
	2046	478,343	52,126,103	10897.2%	119,557	13,028,431	10897.2%	4.50%	0.2499
2047	360,596	44,551,166	12354.9%	86,246	10,655,642	12354.9%	4.50%	0.2392	
2048	269,032	37,706,638	14015.7%	61,576	8,630,224	14015.7%	4.50%	0.2289	
2049	198,564	31,589,865	15909.1%	43,490	6,918,879	15909.1%	4.50%	0.2190	
2050	144,915	26,185,537	18069.6%	30,373	5,488,241	18069.6%	4.50%	0.2096	
2051	104,525	21,467,527	20538.1%	20,964	4,305,637	20538.1%	4.50%	0.2006	
2052	74,473	17,401,953	23366.9%	14,293	3,339,928	23366.9%	4.50%	0.1919	
2053	52,380	13,946,316	26625.0%	9,620	2,561,429	26625.0%	4.50%	0.1837	
2054	36,343	11,048,671	30401.2%	6,387	1,941,854	30401.2%	4.50%	0.1758	
Past		1,212,658,794	618,217,612	51.0%	1,932,109,104	811,551,953	42.0%		
Future		632,206,899	4,173,303,843	660.1%	468,433,525	2,173,589,396	464.0%		
Lifetime		1,844,865,694	4,791,521,454	259.7%	2,400,542,629	2,985,141,350	124.4%		

**Attachment 4**  
**RiverSource Life Insurance Company**  
**Nationwide Written Premiums and Paid Claim Experience Projections with 25.7% Increase**  
**Adjusted for Cumulative Prior Approved Rate Increases on a Nationwide Basis**  
**Policy Form: 30225**

	Calendar Year	Loss Ratio Demonstration						Interest Rate Factors	
		Without Interest			With Interest			Calendar Year Effective	Mid-Year Disc / Accum
		Written Premiums	Paid Claims	Loss Ratio	Written Premiums	Paid Claims	Loss Ratio	Int Rate	Factor
Historical Experience	1992	2,036	0	0.0%	5,481	0	0.0%	4.50%	2.6923
	1993	5,115,872	13,547	0.3%	13,180,137	34,900	0.3%	4.50%	2.5763
	1994	16,380,827	161,852	1.0%	40,384,972	399,026	1.0%	4.50%	2.4654
	1995	31,300,939	524,580	1.7%	73,845,668	1,237,599	1.7%	4.50%	2.3592
	1996	49,010,378	1,649,792	3.4%	110,646,945	3,724,609	3.4%	4.50%	2.2576
	1997	62,241,442	3,095,433	5.0%	134,466,694	6,687,389	5.0%	4.50%	2.1604
	1998	67,764,309	4,844,252	7.1%	140,094,087	10,014,874	7.1%	4.50%	2.0674
	1999	65,777,217	7,367,115	11.2%	130,130,170	14,574,711	11.2%	4.50%	1.9783
	2000	62,876,930	10,763,930	17.1%	119,035,786	20,377,790	17.1%	4.50%	1.8932
	2001	60,495,995	14,405,241	23.8%	109,596,465	26,096,992	23.8%	4.50%	1.8116
	2002	58,343,470	18,680,647	32.0%	101,145,341	32,385,123	32.0%	4.50%	1.7336
	2003	56,302,441	23,278,895	41.3%	93,403,804	38,618,882	41.3%	4.50%	1.6590
	2004	54,426,452	27,534,536	50.6%	86,403,448	43,711,812	50.6%	4.50%	1.5875
	2005	58,253,847	31,487,830	54.1%	88,497,167	47,835,189	54.1%	4.50%	1.5192
Projected Future Experience	2006	62,684,684	33,996,067	54.2%	91,127,595	49,421,639	54.2%	4.50%	1.4537
	2007	60,129,816	37,435,385	62.3%	83,649,251	52,078,022	62.3%	4.50%	1.3911
	2008	60,162,412	42,365,180	70.4%	80,090,522	56,398,160	70.4%	4.50%	1.3312
	2009	63,127,138	47,505,932	75.3%	80,418,450	60,518,401	75.3%	4.50%	1.2739
	2010	64,120,026	51,968,036	81.0%	78,165,840	63,351,895	81.0%	4.50%	1.2191
	2011	63,671,464	55,513,766	87.2%	74,276,572	64,760,130	87.2%	4.50%	1.1666
	2012	63,374,559	63,234,897	99.8%	70,746,617	70,590,709	99.8%	4.50%	1.1163
	2013	62,462,226	69,016,838	110.5%	66,725,509	73,727,497	110.5%	4.50%	1.0683
	2014	64,634,315	73,373,862	113.5%	66,072,584	75,006,607	113.5%	4.50%	1.0223
	2015	64,526,639	76,030,262	117.8%	63,122,022	74,375,233	117.8%	4.50%	0.9782
	2016	69,104,115	76,637,601	110.9%	64,688,856	71,741,007	110.9%	4.50%	0.9361
	2017	65,748,223	89,093,980	135.5%	58,897,016	79,810,059	135.5%	4.50%	0.8958
	2018	60,978,835	100,522,395	164.8%	52,272,359	86,169,944	164.8%	4.50%	0.8572
	2019	56,300,683	108,909,314	193.4%	46,183,874	89,339,129	193.4%	4.50%	0.8203
	2020	51,737,447	114,436,953	221.2%	40,613,030	89,831,094	221.2%	4.50%	0.7850
	2021	47,308,127	120,586,139	254.9%	35,536,927	90,581,916	254.9%	4.50%	0.7512
	2022	43,036,601	126,863,030	294.8%	30,936,116	91,193,294	294.8%	4.50%	0.7188
	2023	38,941,588	133,067,866	341.7%	26,787,069	91,534,481	341.7%	4.50%	0.6879
	2024	35,037,611	139,038,963	396.8%	23,063,740	91,523,319	396.8%	4.50%	0.6583
	2025	31,338,697	144,783,151	462.0%	19,740,579	91,200,448	462.0%	4.50%	0.6299
	2026	27,858,475	150,099,437	538.8%	16,792,680	90,477,736	538.8%	4.50%	0.6028
	2027	24,612,218	154,863,098	629.2%	14,197,018	89,329,378	629.2%	4.50%	0.5768
	2028	21,604,688	159,023,194	736.1%	11,925,541	87,778,984	736.1%	4.50%	0.5520
	2029	18,840,364	162,059,206	860.2%	9,951,833	85,602,706	860.2%	4.50%	0.5282
	2030	16,320,214	163,548,937	1002.1%	8,249,419	82,669,483	1002.1%	4.50%	0.5055
	2031	14,037,742	163,484,185	1164.6%	6,790,136	79,078,233	1164.6%	4.50%	0.4837
	2032	11,986,340	161,914,026	1350.8%	5,548,192	74,946,161	1350.8%	4.50%	0.4629
	2033	10,160,134	158,898,939	1563.9%	4,500,368	70,383,300	1563.9%	4.50%	0.4429
	2034	8,551,212	154,507,333	1806.8%	3,624,599	65,490,972	1806.8%	4.50%	0.4239
	2035	7,145,401	148,817,373	2082.7%	2,898,295	60,362,842	2082.7%	4.50%	0.4056
	2036	5,926,548	141,939,341	2395.0%	2,300,391	55,093,776	2395.0%	4.50%	0.3882
	2037	4,878,190	134,008,787	2747.1%	1,811,933	49,775,627	2747.1%	4.50%	0.3714
	2038	3,983,885	125,208,156	3142.9%	1,416,035	44,504,077	3142.9%	4.50%	0.3554
	2039	3,227,456	115,761,493	3586.8%	1,097,770	39,374,496	3586.8%	4.50%	0.3401
	2040	2,593,211	105,910,369	4084.1%	844,058	34,472,523	4084.1%	4.50%	0.3255
	2041	2,066,140	95,894,952	4641.3%	643,544	29,868,544	4641.3%	4.50%	0.3115
2042	1,632,088	85,945,745	5266.0%	486,458	25,616,889	5266.0%	4.50%	0.2981	
2043	1,277,905	76,271,144	5968.5%	364,489	21,754,344	5968.5%	4.50%	0.2852	
2044	991,573	67,040,927	6761.1%	270,641	18,298,245	6761.1%	4.50%	0.2729	
2045	762,268	58,379,345	7658.6%	199,095	15,247,982	7658.6%	4.50%	0.2612	
2046	580,385	50,366,173	8678.1%	145,062	12,588,553	8678.1%	4.50%	0.2499	
2047	437,520	43,044,413	9838.3%	104,645	10,295,261	9838.3%	4.50%	0.2392	
2048	326,423	36,429,355	11160.2%	74,711	8,337,882	11160.2%	4.50%	0.2289	
2049	240,923	30,518,223	12667.2%	52,768	6,684,166	12667.2%	4.50%	0.2190	
2050	175,829	25,296,035	14386.7%	36,852	5,301,810	14386.7%	4.50%	0.2096	
2051	126,823	20,737,389	16351.4%	25,436	4,159,197	16351.4%	4.50%	0.2006	
2052	90,360	16,809,414	18602.8%	17,343	3,226,203	18602.8%	4.50%	0.1919	
2053	63,555	13,470,940	21195.8%	11,673	2,474,120	21195.8%	4.50%	0.1837	
2054	44,096	10,671,695	24201.1%	7,750	1,875,599	24201.1%	4.50%	0.1758	
Past		1,212,658,794	618,217,612	51.0%	1,932,109,104	811,551,953	42.0%		
Future		754,600,534	4,060,889,280	538.2%	556,230,323	2,122,369,012	381.6%		
Lifetime		1,967,259,328	4,679,106,891	237.8%	2,488,339,427	2,933,920,965	117.9%		

**Attachment 5**  
**RiverSource Life Insurance Company**  
**Pennsylvania Experience Projections with No Increase**  
**Policy Forms: 30225-PA, 30225-PA1 and 30225A-PA1**

	Calendar Year	Loss Ratio Demonstration						Interest Rate Factors	
		Without Interest			With Interest			Calendar Year	Mid-Year
		Earned Premiums	Incurred Claims	Loss Ratio	Earned Premiums	Incurred Claims	Loss Ratio	Effective Int Rate	Disc / Accum Factor
Historical Experience	1992	0	0	0.0%	0	0	0.0%	4.50%	2.6923
	1993	198,469	1,805	0.9%	511,320	4,651	0.9%	4.50%	2.5763
	1994	1,039,091	126,983	12.2%	2,561,755	313,062	12.2%	4.50%	2.4654
	1995	2,154,288	71,906	3.3%	5,082,430	169,641	3.3%	4.50%	2.3592
	1996	3,421,995	359,618	10.5%	7,725,573	811,882	10.5%	4.50%	2.2576
	1997	4,628,344	717,643	15.5%	9,999,095	1,550,399	15.5%	4.50%	2.1604
	1998	5,229,323	1,138,552	21.8%	10,810,959	2,353,812	21.8%	4.50%	2.0674
	1999	4,946,669	1,096,744	22.2%	9,786,229	2,169,740	22.2%	4.50%	1.9783
	2000	4,734,192	1,469,516	31.0%	8,962,559	2,782,022	31.0%	4.50%	1.8932
	2001	4,565,271	1,900,976	41.6%	8,270,590	3,443,868	41.6%	4.50%	1.8116
	2002	4,434,392	1,965,398	44.3%	7,687,546	3,407,251	44.3%	4.50%	1.7336
	2003	4,280,277	2,971,498	69.4%	7,100,832	4,929,613	69.4%	4.50%	1.6590
	2004	4,138,820	2,483,967	60.0%	6,570,488	3,943,364	60.0%	4.50%	1.5875
	2005	4,202,800	2,440,334	58.1%	6,384,744	3,707,269	58.1%	4.50%	1.5192
2006	4,639,983	3,286,828	70.8%	6,745,356	4,778,213	70.8%	4.50%	1.4537	
2007	4,442,734	2,032,465	45.7%	6,180,484	2,827,452	45.7%	4.50%	1.3911	
2008	4,321,536	3,431,606	79.4%	5,752,995	4,568,286	79.4%	4.50%	1.3312	
2009	4,562,098	3,807,626	83.5%	5,811,714	4,850,582	83.5%	4.50%	1.2739	
2010	4,722,134	2,615,862	55.4%	5,756,541	3,188,880	55.4%	4.50%	1.2191	
2011	4,625,217	5,011,469	108.4%	5,395,592	5,846,179	108.4%	4.50%	1.1666	
2012	4,708,483	5,120,062	108.7%	5,256,198	5,715,654	108.7%	4.50%	1.1163	
2013	4,547,946	7,530,433	165.6%	4,858,360	8,044,413	165.6%	4.50%	1.0683	
2014	4,765,160	4,917,834	103.2%	4,871,197	5,027,268	103.2%	4.50%	1.0223	
Projected Future Experience	2015	4,575,504	6,589,043	144.0%	4,475,905	6,445,613	144.0%	4.50%	0.9782
	2016	4,271,351	7,007,230	164.1%	3,998,442	6,559,518	164.1%	4.50%	0.9361
	2017	3,970,627	7,474,565	188.2%	3,556,873	6,695,688	188.2%	4.50%	0.8958
	2018	3,674,127	7,949,060	216.4%	3,149,540	6,814,104	216.4%	4.50%	0.8572
	2019	3,383,168	8,413,747	248.7%	2,775,238	6,901,860	248.7%	4.50%	0.8203
	2020	3,099,378	8,879,672	286.5%	2,432,960	6,970,394	286.5%	4.50%	0.7850
	2021	2,823,998	9,330,406	330.4%	2,121,331	7,008,816	330.4%	4.50%	0.7512
	2022	2,558,525	9,753,471	381.2%	1,839,151	7,011,114	381.2%	4.50%	0.7188
	2023	2,304,347	10,157,507	440.8%	1,585,110	6,987,127	440.8%	4.50%	0.6879
	2024	2,062,296	10,525,331	510.4%	1,357,520	6,928,369	510.4%	4.50%	0.6583
	2025	1,833,325	10,823,978	590.4%	1,154,831	6,818,139	590.4%	4.50%	0.6299
	2026	1,618,672	11,040,317	682.1%	975,712	6,654,941	682.1%	4.50%	0.6028
	2027	1,419,397	11,139,037	784.8%	818,748	6,425,309	784.8%	4.50%	0.5768
	2028	1,235,930	11,058,024	894.7%	682,219	6,103,903	894.7%	4.50%	0.5520
	2029	1,068,405	10,820,467	1012.8%	564,351	5,715,573	1012.8%	4.50%	0.5282
	2030	916,963	10,487,281	1143.7%	463,499	5,301,031	1143.7%	4.50%	0.5055
	2031	781,009	10,070,392	1289.4%	377,778	4,871,106	1289.4%	4.50%	0.4837
	2032	659,876	9,568,673	1450.1%	305,441	4,429,112	1450.1%	4.50%	0.4629
	2033	553,267	8,984,540	1623.9%	245,066	3,979,646	1623.9%	4.50%	0.4429
	2034	460,422	8,324,657	1808.0%	195,159	3,528,570	1808.0%	4.50%	0.4239
	2035	380,242	7,613,912	2002.4%	154,233	3,088,331	2002.4%	4.50%	0.4056
	2036	311,585	6,865,074	2203.3%	120,942	2,664,679	2203.3%	4.50%	0.3882
	2037	253,306	6,106,621	2410.8%	94,087	2,268,216	2410.8%	4.50%	0.3714
	2038	204,277	5,367,672	2627.6%	72,608	1,907,889	2627.6%	4.50%	0.3554
	2039	163,404	4,666,098	2855.6%	55,579	1,587,102	2855.6%	4.50%	0.3401
	2040	129,646	4,013,107	3095.4%	42,198	1,306,217	3095.4%	4.50%	0.3255
	2041	102,022	3,414,994	3347.3%	31,777	1,063,673	3347.3%	4.50%	0.3115
	2042	79,627	2,880,549	3617.6%	23,733	858,573	3617.6%	4.50%	0.2981
	2043	61,637	2,412,718	3914.4%	17,580	688,165	3914.4%	4.50%	0.2852
	2044	47,319	2,006,697	4240.8%	12,915	547,711	4240.8%	4.50%	0.2729
2045	36,024	1,657,474	4601.0%	9,409	432,912	4601.0%	4.50%	0.2612	
2046	27,194	1,359,082	4997.7%	6,797	339,690	4997.7%	4.50%	0.2499	
2047	20,353	1,104,404	5426.4%	4,868	264,149	5426.4%	4.50%	0.2392	
2048	15,099	886,992	5874.5%	3,456	203,013	5874.5%	4.50%	0.2289	
2049	11,101	704,211	6343.6%	2,431	154,238	6343.6%	4.50%	0.2190	
2050	8,087	550,530	6807.6%	1,695	115,386	6807.6%	4.50%	0.2096	
2051	5,836	423,800	7262.3%	1,170	84,999	7262.3%	4.50%	0.2006	
2052	4,170	322,537	7735.0%	800	61,904	7735.0%	4.50%	0.1919	
2053	2,949	242,779	8232.6%	542	44,590	8232.6%	4.50%	0.1837	
2054	2,063	180,615	8755.6%	363	31,744	8755.6%	4.50%	0.1758	
Past		89,309,222	54,499,127	61.0%	142,082,558	74,433,502	52.4%		
Future		45,136,528	241,177,260	534.3%	33,732,061	139,863,112	414.6%		
Lifetime		134,445,750	295,676,387	219.9%	175,814,619	214,296,614	121.9%		

**Attachment 5**  
**RiverSource Life Insurance Company**  
**Pennsylvania Experience Projections with 25.7% Increase**  
**Policy Forms: 30225-PA, 30225-PA1 and 30225A-PA1**

	Calendar Year	Loss Ratio Demonstration						Interest Rate Factors	
		Without Interest			With Interest			Calendar Year	Mid-Year
		Earned Premiums	Incurred Claims	Loss Ratio	Earned Premiums	Incurred Claims	Loss Ratio	Effective Int Rate	Disc / Accum Factor
Historical Experience	1992	0	0	0.0%	0	0	0.0%	4.50%	2.6923
	1993	198,469	1,805	0.9%	511,320	4,651	0.9%	4.50%	2.5763
	1994	1,039,091	126,983	12.2%	2,561,755	313,062	12.2%	4.50%	2.4654
	1995	2,154,288	71,906	3.3%	5,082,430	169,641	3.3%	4.50%	2.3592
	1996	3,421,995	359,618	10.5%	7,725,573	811,882	10.5%	4.50%	2.2576
	1997	4,628,344	717,643	15.5%	9,999,095	1,550,399	15.5%	4.50%	2.1604
	1998	5,229,323	1,138,552	21.8%	10,810,959	2,353,812	21.8%	4.50%	2.0674
	1999	4,946,669	1,096,744	22.2%	9,786,229	2,169,740	22.2%	4.50%	1.9783
	2000	4,734,192	1,469,516	31.0%	8,962,559	2,782,022	31.0%	4.50%	1.8932
	2001	4,565,271	1,900,976	41.6%	8,270,590	3,443,868	41.6%	4.50%	1.8116
	2002	4,434,392	1,965,398	44.3%	7,687,546	3,407,251	44.3%	4.50%	1.7336
	2003	4,280,277	2,971,498	69.4%	7,100,832	4,929,613	69.4%	4.50%	1.6590
	2004	4,138,820	2,483,967	60.0%	6,570,488	3,943,364	60.0%	4.50%	1.5875
	2005	4,202,800	2,440,334	58.1%	6,384,744	3,707,269	58.1%	4.50%	1.5192
2006	4,639,983	3,286,828	70.8%	6,745,356	4,778,213	70.8%	4.50%	1.4537	
2007	4,442,734	2,032,465	45.7%	6,180,484	2,827,452	45.7%	4.50%	1.3911	
2008	4,321,536	3,431,606	79.4%	5,752,995	4,568,286	79.4%	4.50%	1.3312	
2009	4,562,098	3,807,626	83.5%	5,811,714	4,850,582	83.5%	4.50%	1.2739	
2010	4,722,134	2,615,862	55.4%	5,756,541	3,188,880	55.4%	4.50%	1.2191	
2011	4,625,217	5,011,469	108.4%	5,395,592	5,846,179	108.4%	4.50%	1.1666	
2012	4,708,483	5,120,062	108.7%	5,256,198	5,715,654	108.7%	4.50%	1.1163	
2013	4,547,946	7,530,433	165.6%	4,858,360	8,044,413	165.6%	4.50%	1.0683	
2014	4,765,160	4,917,834	103.2%	4,871,197	5,027,268	103.2%	4.50%	1.0223	
Projected Future Experience	2015	4,617,499	6,583,124	142.6%	4,516,985	6,439,822	142.6%	4.50%	0.9782
	2016	4,954,453	7,025,624	141.8%	4,637,899	6,576,737	141.8%	4.50%	0.9361
	2017	4,817,412	7,470,334	155.1%	4,315,420	6,691,898	155.1%	4.50%	0.8958
	2018	4,457,702	7,862,763	176.4%	3,821,237	6,740,128	176.4%	4.50%	0.8572
	2019	4,104,709	8,237,167	200.7%	3,367,124	6,757,010	200.7%	4.50%	0.8203
	2020	3,760,412	8,633,817	229.6%	2,951,861	6,777,402	229.6%	4.50%	0.7850
	2021	3,426,315	9,054,107	264.3%	2,573,780	6,801,266	264.3%	4.50%	0.7512
	2022	3,104,233	9,460,480	304.8%	2,231,424	6,800,503	304.8%	4.50%	0.7188
	2023	2,795,852	9,848,347	352.2%	1,923,206	6,774,463	352.2%	4.50%	0.6879
	2024	2,502,182	10,201,119	407.7%	1,647,078	6,714,954	407.7%	4.50%	0.6583
	2025	2,224,379	10,486,934	471.5%	1,401,160	6,605,831	471.5%	4.50%	0.6299
	2026	1,963,945	10,693,150	544.5%	1,183,837	6,445,673	544.5%	4.50%	0.6028
	2027	1,722,168	10,785,676	626.3%	993,395	6,221,481	626.3%	4.50%	0.5768
	2028	1,499,570	10,704,489	713.8%	827,745	5,908,755	713.8%	4.50%	0.5520
	2029	1,296,312	10,472,094	807.8%	684,736	5,531,556	807.8%	4.50%	0.5282
	2030	1,112,567	10,147,480	912.1%	562,372	5,129,272	912.1%	4.50%	0.5055
	2031	947,613	9,742,204	1028.1%	458,366	4,712,359	1028.1%	4.50%	0.4837
	2032	800,642	9,255,199	1156.0%	370,598	4,284,012	1156.0%	4.50%	0.4629
	2033	671,291	8,688,814	1294.3%	297,344	3,848,656	1294.3%	4.50%	0.4429
	2034	558,641	8,049,500	1440.9%	236,791	3,411,939	1440.9%	4.50%	0.4239
	2035	461,357	7,361,295	1595.6%	187,134	2,985,866	1595.6%	4.50%	0.4056
	2036	378,054	6,636,529	1755.4%	146,742	2,575,970	1755.4%	4.50%	0.3882
	2037	307,343	5,902,706	1920.6%	114,158	2,192,475	1920.6%	4.50%	0.3714
	2038	247,854	5,187,931	2093.1%	88,098	1,844,002	2093.1%	4.50%	0.3554
	2039	198,263	4,509,448	2274.5%	67,436	1,533,819	2274.5%	4.50%	0.3401
	2040	157,302	3,878,061	2465.4%	51,200	1,262,261	2465.4%	4.50%	0.3255
	2041	123,785	3,299,827	2665.8%	38,556	1,027,802	2665.8%	4.50%	0.3115
2042	96,613	2,783,212	2880.8%	28,796	829,561	2880.8%	4.50%	0.2981	
2043	74,786	2,331,039	3116.9%	21,331	664,868	3116.9%	4.50%	0.2852	
2044	57,413	1,938,646	3376.7%	15,670	529,137	3376.7%	4.50%	0.2729	
2045	43,709	1,601,177	3663.3%	11,416	418,208	3663.3%	4.50%	0.2612	
2046	32,995	1,312,851	3978.9%	8,247	328,135	3978.9%	4.50%	0.2499	
2047	24,694	1,066,786	4320.0%	5,906	255,151	4320.0%	4.50%	0.2392	
2048	18,320	856,741	4676.5%	4,193	196,089	4676.5%	4.50%	0.2289	
2049	13,469	680,167	5049.7%	2,950	148,972	5049.7%	4.50%	0.2190	
2050	9,812	531,713	5418.9%	2,057	111,442	5418.9%	4.50%	0.2096	
2051	7,081	409,301	5780.6%	1,420	82,091	5780.6%	4.50%	0.2006	
2052	5,059	311,492	6156.7%	971	59,784	6156.7%	4.50%	0.1919	
2053	3,578	234,459	6552.6%	657	43,062	6552.6%	4.50%	0.1837	
2054	2,503	174,420	6968.6%	440	30,655	6968.6%	4.50%	0.1758	
Past		89,309,222	54,499,127	61.0%	142,082,558	74,433,502	52.4%		
Future		53,601,890	234,410,222	437.3%	39,799,737	136,293,067	342.4%		
Lifetime		142,911,112	288,909,349	202.2%	181,882,295	210,726,569	115.9%		

**Attachment 6**  
**RiverSource Life Insurance Company**  
**Pennsylvania Written Premiums and Paid Claim Experience Projections with No Increase**  
**Policy Forms: 30225-PA, 30225-PA1 and 30225A-PA1**

	Calendar Year	Loss Ratio Demonstration						Interest Rate Factors	
		Without Interest			With Interest			Calendar Year	Mid-Year
		Written Premiums	Paid Claims	Loss Ratio	Written Premiums	Paid Claims	Loss Ratio	Effective Int Rate	Disc / Accum Factor
Historical Experience	1992	0	0	0.0%	0	0	0.0%	4.50%	2.6923
	1993	429,080	1,809	0.4%	1,105,449	4,660	0.4%	4.50%	2.5763
	1994	1,380,889	12,506	0.9%	3,404,416	30,833	0.9%	4.50%	2.4654
	1995	2,536,100	54,866	2.2%	5,983,206	129,441	2.2%	4.50%	2.3592
	1996	3,885,870	106,254	2.7%	8,772,829	239,883	2.7%	4.50%	2.2576
	1997	4,920,041	244,529	5.0%	10,629,280	528,281	5.0%	4.50%	2.1604
	1998	5,168,585	464,909	9.0%	10,685,391	961,140	9.0%	4.50%	2.0674
	1999	4,868,749	752,271	15.5%	9,632,077	1,488,254	15.5%	4.50%	1.9783
	2000	4,673,393	916,902	19.6%	8,847,458	1,735,838	19.6%	4.50%	1.8932
	2001	4,521,744	1,232,861	27.3%	8,191,735	2,233,490	27.3%	4.50%	1.8116
	2002	4,389,884	1,521,628	34.7%	7,610,386	2,637,923	34.7%	4.50%	1.7336
	2003	4,237,952	1,708,154	40.3%	7,030,617	2,833,769	40.3%	4.50%	1.6590
	2004	4,068,013	2,133,858	52.5%	6,458,080	3,387,556	52.5%	4.50%	1.5875
	2005	4,434,584	2,728,800	61.5%	6,736,862	4,145,495	61.5%	4.50%	1.5192
2006	4,573,434	2,737,830	59.9%	6,648,610	3,980,109	59.9%	4.50%	1.4537	
2007	4,366,417	2,569,947	58.9%	6,074,317	3,575,168	58.9%	4.50%	1.3911	
2008	4,395,893	2,632,002	59.9%	5,851,983	3,503,823	59.9%	4.50%	1.3312	
2009	4,621,617	3,214,823	69.6%	5,887,536	4,095,403	69.6%	4.50%	1.2739	
2010	4,686,344	3,383,414	72.2%	5,712,912	4,124,568	72.2%	4.50%	1.2191	
2011	4,658,958	3,243,667	69.6%	5,434,953	3,783,932	69.6%	4.50%	1.1666	
2012	4,649,497	4,260,495	91.6%	5,190,351	4,756,098	91.6%	4.50%	1.1163	
2013	4,585,400	5,187,599	113.1%	4,898,370	5,541,672	113.1%	4.50%	1.0683	
2014	4,741,243	5,869,393	123.8%	4,846,747	6,000,001	123.8%	4.50%	1.0223	
Projected Future Experience	2015	4,565,316	5,375,313	117.7%	4,465,938	5,258,303	117.7%	4.50%	0.9782
	2016	4,260,914	5,599,498	131.4%	3,988,672	5,241,730	131.4%	4.50%	0.9361
	2017	3,960,155	6,586,127	166.3%	3,547,492	5,899,829	166.3%	4.50%	0.8958
	2018	3,663,937	7,484,679	204.3%	3,140,805	6,416,027	204.3%	4.50%	0.8572
	2019	3,373,401	8,160,887	241.9%	2,767,226	6,694,437	241.9%	4.50%	0.8203
	2020	3,090,024	8,610,758	278.7%	2,425,617	6,759,301	278.7%	4.50%	0.7850
	2021	2,815,002	9,106,821	323.5%	2,114,573	6,840,864	323.5%	4.50%	0.7512
	2022	2,549,933	9,596,962	376.4%	1,832,975	6,898,610	376.4%	4.50%	0.7188
	2023	2,296,155	10,079,775	439.0%	1,579,475	6,933,657	439.0%	4.50%	0.6879
	2024	2,054,395	10,530,377	512.6%	1,352,319	6,931,690	512.6%	4.50%	0.6583
	2025	1,825,853	10,938,752	599.1%	1,150,124	6,890,436	599.1%	4.50%	0.6299
	2026	1,611,697	11,291,552	700.6%	971,507	6,806,382	700.6%	4.50%	0.6028
	2027	1,412,939	11,591,589	820.4%	815,023	6,686,353	820.4%	4.50%	0.5768
	2028	1,230,019	11,822,551	961.2%	678,956	6,525,913	961.2%	4.50%	0.5520
	2029	1,063,133	11,949,382	1124.0%	561,567	6,311,887	1124.0%	4.50%	0.5282
	2030	912,306	11,949,649	1309.8%	461,146	6,040,218	1309.8%	4.50%	0.5055
	2031	776,890	11,830,152	1522.8%	375,786	5,722,312	1522.8%	4.50%	0.4837
	2032	656,281	11,598,674	1767.3%	303,777	5,368,751	1767.3%	4.50%	0.4629
	2033	550,164	11,262,533	2047.1%	243,692	4,988,669	2047.1%	4.50%	0.4429
	2034	457,765	10,828,400	2365.5%	194,033	4,589,830	2365.5%	4.50%	0.4239
	2035	377,980	10,303,588	2726.0%	153,315	4,179,309	2726.0%	4.50%	0.4056
	2036	309,670	9,699,321	3132.2%	120,198	3,764,793	3132.2%	4.50%	0.3882
	2037	251,692	9,027,786	3586.8%	93,487	3,353,241	3586.8%	4.50%	0.3714
	2038	202,923	8,306,980	4093.7%	72,127	2,952,639	4093.7%	4.50%	0.3554
	2039	162,274	7,558,249	4657.7%	55,195	2,570,822	4657.7%	4.50%	0.3401
	2040	128,706	6,802,106	5285.0%	41,892	2,214,002	5285.0%	4.50%	0.3255
	2041	101,243	6,057,037	5982.6%	31,534	1,886,594	5982.6%	4.50%	0.3115
	2042	78,985	5,338,768	6759.2%	23,542	1,591,267	6759.2%	4.50%	0.2981
	2043	61,110	4,660,752	7626.8%	17,430	1,329,357	7626.8%	4.50%	0.2852
	2044	46,887	4,032,785	8601.1%	12,797	1,100,714	8601.1%	4.50%	0.2729
	2045	35,671	3,460,596	9701.4%	9,317	903,866	9701.4%	4.50%	0.2612
	2046	26,907	2,946,494	10950.6%	6,725	736,449	10950.6%	4.50%	0.2499
2047	20,120	2,489,913	12375.2%	4,812	595,531	12375.2%	4.50%	0.2392	
2048	14,912	2,088,105	14003.1%	3,413	477,922	14003.1%	4.50%	0.2289	
2049	10,951	1,737,294	15863.6%	2,399	380,506	15863.6%	4.50%	0.2190	
2050	7,968	1,433,381	17988.7%	1,670	300,423	17988.7%	4.50%	0.2096	
2051	5,742	1,171,889	20407.7%	1,152	235,040	20407.7%	4.50%	0.2006	
2052	4,097	949,051	23161.8%	786	182,150	23161.8%	4.50%	0.1919	
2053	2,894	761,233	26307.6%	531	139,811	26307.6%	4.50%	0.1837	
2054	2,021	604,647	29918.2%	355	106,270	29918.2%	4.50%	0.1758	
Past		90,793,688	44,978,518	49.5%	145,633,562	59,717,335	41.0%		
Future		44,979,032	285,624,405	635.0%	33,623,383	152,805,905	454.5%		
Lifetime		135,772,720	330,602,923	243.5%	179,256,946	212,523,241	118.6%		

**Attachment 6**  
**RiverSource Life Insurance Company**  
**Pennsylvania Written Premiums and Paid Claim Experience Projections with 25.7% Increase**  
**Policy Forms: 30225-PA, 30225-PA1 and 30225A-PA1**

	Calendar Year	Loss Ratio Demonstration						Interest Rate Factors	
		Without Interest			With Interest			Calendar Year	Mid-Year
		Written Premiums	Paid Claims	Loss Ratio	Written Premiums	Paid Claims	Loss Ratio	Effective Int Rate	Disc / Accum Factor
Historical Experience	1992	0	0	0.0%	0	0	0.0%	4.50%	2.6923
	1993	429,080	1,809	0.4%	1,105,449	4,660	0.4%	4.50%	2.5763
	1994	1,380,889	12,506	0.9%	3,404,416	30,833	0.9%	4.50%	2.4654
	1995	2,536,100	54,866	2.2%	5,983,206	129,441	2.2%	4.50%	2.3592
	1996	3,885,870	106,254	2.7%	8,772,829	239,883	2.7%	4.50%	2.2576
	1997	4,920,041	244,529	5.0%	10,629,280	528,281	5.0%	4.50%	2.1604
	1998	5,168,585	464,909	9.0%	10,685,391	961,140	9.0%	4.50%	2.0674
	1999	4,868,749	752,271	15.5%	9,632,077	1,488,254	15.5%	4.50%	1.9783
	2000	4,673,393	916,902	19.6%	8,847,458	1,735,838	19.6%	4.50%	1.8932
	2001	4,521,744	1,232,861	27.3%	8,191,735	2,233,490	27.3%	4.50%	1.8116
	2002	4,389,884	1,521,628	34.7%	7,610,386	2,637,923	34.7%	4.50%	1.7336
	2003	4,237,952	1,708,154	40.3%	7,030,617	2,833,769	40.3%	4.50%	1.6590
	2004	4,068,013	2,133,858	52.5%	6,458,080	3,387,556	52.5%	4.50%	1.5875
	2005	4,434,584	2,728,800	61.5%	6,736,862	4,145,495	61.5%	4.50%	1.5192
2006	4,573,434	2,737,830	59.9%	6,648,610	3,980,109	59.9%	4.50%	1.4537	
2007	4,366,417	2,569,947	58.9%	6,074,317	3,575,168	58.9%	4.50%	1.3911	
2008	4,395,893	2,632,002	59.9%	5,851,983	3,503,823	59.9%	4.50%	1.3312	
2009	4,621,617	3,214,823	69.6%	5,887,536	4,095,403	69.6%	4.50%	1.2739	
2010	4,686,344	3,383,414	72.2%	5,712,912	4,124,568	72.2%	4.50%	1.2191	
2011	4,658,958	3,243,667	69.6%	5,434,953	3,783,932	69.6%	4.50%	1.1666	
2012	4,649,497	4,260,495	91.6%	5,190,351	4,756,098	91.6%	4.50%	1.1163	
2013	4,585,400	5,187,599	113.1%	4,898,370	5,541,672	113.1%	4.50%	1.0683	
2014	4,741,243	5,869,393	123.8%	4,846,747	6,000,001	123.8%	4.50%	1.0223	
Projected Future Experience	2015	4,735,595	5,375,172	113.5%	4,632,511	5,258,165	113.5%	4.50%	0.9782
	2016	5,070,809	5,598,006	110.4%	4,746,820	5,240,333	110.4%	4.50%	0.9361
	2017	4,804,534	6,591,163	137.2%	4,303,884	5,904,340	137.2%	4.50%	0.8958
	2018	4,445,181	7,477,219	168.2%	3,810,504	6,409,632	168.2%	4.50%	0.8572
	2019	4,092,718	8,115,963	198.3%	3,357,287	6,657,586	198.3%	4.50%	0.8203
	2020	3,748,935	8,509,461	227.0%	2,942,851	6,679,785	227.0%	4.50%	0.7850
	2021	3,415,284	8,945,178	261.9%	2,565,494	6,719,441	261.9%	4.50%	0.7512
	2022	3,093,706	9,385,348	303.4%	2,223,857	6,746,495	303.4%	4.50%	0.7188
	2023	2,785,821	9,828,991	352.8%	1,916,306	6,761,149	352.8%	4.50%	0.6879
	2024	2,492,516	10,248,389	411.2%	1,640,715	6,746,070	411.2%	4.50%	0.6583
	2025	2,215,243	10,630,699	479.9%	1,395,405	6,696,391	479.9%	4.50%	0.6299
	2026	1,955,422	10,961,056	560.5%	1,178,700	6,607,163	560.5%	4.50%	0.6028
	2027	1,714,282	11,242,211	655.8%	988,846	6,484,823	655.8%	4.50%	0.5768
	2028	1,492,354	11,458,572	767.8%	823,762	6,325,001	767.8%	4.50%	0.5520
	2029	1,289,879	11,575,869	897.4%	681,338	6,114,591	897.4%	4.50%	0.5282
	2030	1,106,887	11,571,826	1045.4%	559,501	5,849,239	1045.4%	4.50%	0.5055
	2031	942,590	11,452,815	1215.0%	455,936	5,539,792	1215.0%	4.50%	0.4837
	2032	796,259	11,226,104	1409.9%	368,570	5,196,297	1409.9%	4.50%	0.4629
	2033	667,510	10,898,569	1632.7%	295,669	4,827,454	1632.7%	4.50%	0.4429
	2034	555,404	10,476,569	1886.3%	235,419	4,440,700	1886.3%	4.50%	0.4239
	2035	458,602	9,967,163	2173.4%	186,017	4,042,850	2173.4%	4.50%	0.4056
	2036	375,722	9,381,217	2496.9%	145,837	3,641,321	2496.9%	4.50%	0.3882
	2037	305,378	8,730,514	2858.9%	113,428	3,242,823	2858.9%	4.50%	0.3714
	2038	246,207	8,032,445	3262.5%	87,512	2,855,058	3262.5%	4.50%	0.3554
	2039	196,888	7,307,630	3711.6%	66,968	2,485,578	3711.6%	4.50%	0.3401
2040	156,160	6,575,876	4211.0%	50,828	2,140,367	4211.0%	4.50%	0.3255	
2041	122,839	5,855,027	4766.4%	38,261	1,823,674	4766.4%	4.50%	0.3115	
2042	95,833	5,160,258	5384.6%	28,564	1,538,060	5384.6%	4.50%	0.2981	
2043	74,145	4,504,542	6075.3%	21,148	1,284,802	6075.3%	4.50%	0.2852	
2044	56,888	3,897,323	6850.9%	15,527	1,063,741	6850.9%	4.50%	0.2729	
2045	43,280	3,344,114	7726.6%	11,304	873,442	7726.6%	4.50%	0.2612	
2046	32,647	2,847,125	8721.0%	8,160	711,612	8721.0%	4.50%	0.2499	
2047	24,412	2,405,790	9854.9%	5,839	575,411	9854.9%	4.50%	0.2392	
2048	18,093	2,017,438	11150.6%	4,141	461,747	11150.6%	4.50%	0.2289	
2049	13,288	1,678,407	12631.4%	2,910	367,608	12631.4%	4.50%	0.2190	
2050	9,668	1,384,724	14322.7%	2,026	290,225	14322.7%	4.50%	0.2096	
2051	6,967	1,132,055	16248.0%	1,397	227,051	16248.0%	4.50%	0.2006	
2052	4,972	916,752	18439.9%	954	175,951	18439.9%	4.50%	0.1919	
2053	3,511	735,296	20943.5%	645	135,047	20943.5%	4.50%	0.1837	
2054	2,452	584,023	23816.9%	431	102,645	23816.9%	4.50%	0.1758	
Past		90,793,688	44,978,518	49.5%	145,633,562	59,717,335	41.0%		
Future		53,668,881	278,026,896	518.0%	39,915,273	149,243,457	373.9%		
Lifetime		144,462,569	323,005,414	223.6%	185,548,835	208,960,793	112.6%		

**Attachment 7**  
**RiverSource Life Insurance Company**  
**Reserve Balance at 12/31/2014**

Incurred Year	Nationwide Form 30225		Pennsylvania Forms 30225-PA, 30225-PA1 and 30225A-PA1	
	Claim Reserve <sup>1</sup>	Active Life Reserve <sup>2</sup>	Claim Reserve <sup>1</sup>	Active Life Reserve <sup>2</sup>
1992	0		0	
1993	0		0	
1994	0		0	
1995	44,832		0	
1996	0		0	
1997	0		0	
1998	33,553		0	
1999	117,280		0	
2000	48,812		0	
2001	114,970		0	
2002	278,809		0	
2003	296,532		75,711	
2004	309,871		41,616	
2005	373,945		0	
2006	1,168,828		83,402	
2007	2,276,448		0	
2008	2,910,829		359,044	
2009	5,168,392		286,690	
2010	6,935,304		226,675	
2011	17,605,115		1,021,569	
2012	25,628,578		1,769,253	
2013	42,130,518		4,603,732	
2014	72,661,639	1,441,079,987	4,638,537	101,106,048

<sup>1</sup> Claim reserve is the sum of disabled life reserve and incurred but not reported reserve (IBNR). Disabled life reserve is discounted to the original loss date using 4.50%, and IBNR is allocated to calendar years 2012, 2013 and 2014 then discounted to the time it is assumed to incur at 4.50%.

<sup>2</sup> Active Life Reserve is defined as "midterminal" and includes an unearned premium reserve.

**Attachment 8**  
**RiverSource Life Insurance Company**  
**Nationwide Experience Projections by Duration, with No Increase**  
**Adjusted for Cumulative Prior Approved Rate Increases on a Nationwide Basis**  
**Policy Form: 30225**

Policy Duration	Earned Premiums	Incurred Claims	Loss Ratio
1	78,351,740	3,107,808	4.0%
2	73,520,199	6,832,365	9.3%
3	69,548,533	12,371,310	17.8%
4	66,240,020	18,293,661	27.6%
5	63,582,778	21,386,971	33.6%
6	61,254,569	22,053,314	36.0%
7	59,059,211	29,379,604	49.7%
8	57,636,330	28,993,820	50.3%
9	57,857,260	36,825,970	63.6%
10	58,920,263	38,378,289	65.1%
11	59,995,564	40,032,492	66.7%
12	61,204,187	46,894,826	76.6%
13	62,850,752	43,367,462	69.0%
14	63,282,493	51,087,199	80.7%
15	63,852,432	56,463,389	88.4%
16	64,310,561	62,233,037	96.8%
17	63,729,309	64,231,205	100.8%
18	61,448,198	71,207,284	115.9%
19	57,275,378	76,713,130	133.9%
20	53,849,760	82,472,908	153.2%
21	50,563,142	83,916,128	166.0%
22	46,977,675	91,420,920	194.6%
23	43,580,139	96,363,537	221.1%
24	40,131,444	102,533,340	255.5%
25	36,762,474	108,587,279	295.4%
26	33,492,655	113,592,000	339.2%
27	30,363,046	119,319,043	393.0%
28	27,363,858	123,473,214	451.2%
29	24,505,533	129,359,568	527.9%
30	21,802,373	135,187,310	620.1%
31	19,273,349	140,682,720	729.9%
32	16,914,228	140,853,271	832.8%
33	14,740,733	139,579,335	946.9%
34	12,768,471	137,248,546	1074.9%
35	10,969,778	133,627,905	1218.1%
36	9,342,398	128,765,514	1378.3%
37	7,897,688	122,896,690	1556.1%
38	6,625,844	116,126,278	1752.6%
39	5,515,014	108,423,554	1966.0%
40	4,552,809	99,869,567	2193.6%
41	3,726,530	90,625,199	2431.9%
42	3,023,418	80,952,834	2677.5%
43	2,430,741	71,237,755	2930.7%
44	1,936,038	61,765,065	3190.3%
45	1,527,283	52,868,500	3461.6%
46	1,193,048	44,774,389	3752.9%
47	922,642	37,533,070	4068.0%
48	706,231	31,138,077	4409.1%
49	534,912	25,546,407	4775.8%
50	400,775	20,701,978	5165.5%
51	296,919	16,546,777	5572.8%
52	217,424	13,032,749	5994.2%
53	157,295	10,097,894	6419.7%
54	112,375	7,689,575	6842.8%
55	79,247	5,772,952	7284.7%
56	55,143	4,273,863	7750.6%
57	37,846	3,118,742	8240.6%
58	25,610	2,242,142	8754.8%
59	17,077	1,586,983	9292.9%
60	11,211	1,104,684	9853.8%
<b>Total</b>	<b>1,739,323,951</b>	<b>3,766,761,398</b>	<b>216.6%</b>

**Attachment 9**  
**RiverSource Life Insurance Company**  
**Pennsylvania Experience Projections by Duration, with No Increase**  
**Policy Forms: 30225-PA, 30225-PA1 and 30225A-PA1**

Policy Duration	Earned Premiums	Incurred Claims	Loss Ratio
1	5,731,671	196,749	3.4%
2	5,455,484	440,993	8.1%
3	5,198,452	1,107,116	21.3%
4	4,966,575	1,016,235	20.5%
5	4,784,657	1,193,068	24.9%
6	4,634,258	1,740,701	37.6%
7	4,475,991	2,455,599	54.9%
8	4,368,760	2,346,339	53.7%
9	4,355,900	2,574,646	59.1%
10	4,414,453	2,764,367	62.6%
11	4,391,966	3,137,378	71.4%
12	4,435,386	3,844,531	86.7%
13	4,568,385	2,590,684	56.7%
14	4,618,578	2,640,962	57.2%
15	4,681,054	3,925,340	83.9%
16	4,685,871	4,621,592	98.6%
17	4,711,169	5,657,461	120.1%
18	4,637,844	5,408,809	116.6%
19	4,380,955	5,951,966	135.9%
20	4,175,399	5,464,875	130.9%
21	3,957,133	6,586,278	166.4%
22	3,670,688	7,345,821	200.1%
23	3,398,613	7,439,957	218.9%
24	3,125,199	7,908,553	253.1%
25	2,857,660	8,382,993	293.4%
26	2,597,270	8,770,366	337.7%
27	2,347,868	9,193,956	391.6%
28	2,108,746	9,503,030	450.6%
29	1,880,733	9,927,564	527.9%
30	1,665,259	10,296,054	618.3%
31	1,464,073	10,631,153	726.1%
32	1,277,178	10,581,466	828.5%
33	1,105,817	10,402,335	940.7%
34	951,122	10,137,728	1065.9%
35	811,015	9,772,264	1204.9%
36	685,215	9,313,804	1359.3%
37	574,383	8,785,187	1529.5%
38	477,641	8,194,424	1715.6%
39	393,921	7,538,406	1913.7%
40	322,112	6,840,939	2123.8%
41	261,082	6,119,096	2343.7%
42	209,706	5,388,332	2569.5%
43	166,882	4,676,389	2802.2%
44	131,546	4,002,677	3042.8%
45	102,692	3,376,665	3288.1%
46	79,381	2,816,422	3548.0%
47	60,752	2,325,960	3828.6%
48	46,025	1,902,243	4133.0%
49	34,511	1,541,374	4466.3%
50	25,606	1,236,513	4828.9%
51	18,795	980,194	5215.0%
52	13,644	767,677	5626.5%
53	9,792	592,294	6048.6%
54	6,946	448,829	6461.8%
55	4,868	335,689	6895.6%
56	3,371	247,993	7357.3%
57	2,305	180,916	7847.9%
58	1,557	130,297	8367.6%
59	1,039	92,600	8916.4%
60	683	64,886	9494.0%
<b>Total</b>	<b>130,525,640</b>	<b>273,858,737</b>	<b>209.8%</b>



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milliman.com

June 19, 2015

To: Pennsylvania Insurance Department

RE: RiverSource Life Insurance Company  
Company NAIC # 65005  
SERFF Tracking # AERS-129957668  
Policy Forms: Nursing Home Indemnity Policy 30225-PA, 30225-PA1, and 30225A-PA1

Ameriprise Financial, Inc., the parent company of RiverSource Life Insurance Company ("RiverSource Life"), formerly IDS Life Insurance Company, has entered into a service agreement with Milliman, Inc. ("Milliman") effective April 5, 2007, that includes individual long term care rate filing services.

RiverSource Life prepared and submitted the above referenced rate filing in June 2015. Milliman has conducted a high-level review of the cover letter, actuarial memorandum, and supplement to the actuarial memorandum items of this filing and believes them to be in compliance with the applicable laws of this state as indicated in the filing. However, Milliman has not performed any technical checking of the filing for accuracy.

I, Amy Pahl, am a Principal and Consulting Actuary for Milliman, Inc. I am a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render an actuarial opinion as described herein.

Should you have any questions regarding the above, please feel free to contact me directly at (952) 820-2419 or by email at amy.pahl@milliman.com.

Respectfully,

A handwritten signature in blue ink that reads "Amy Pahl".

Amy Pahl, FSA, MAAA  
Principal and Consulting Actuary

AP/mag

Life Insurance Company  
Tower 10  
Minneapolis, MN 55440

## Benefit Increases Option Rider

This rider provides for lifetime increases in Daily Benefits.

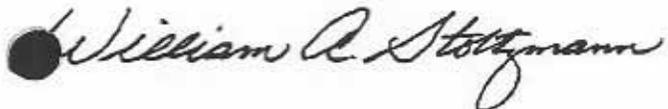
Based on the application for this Rider and the payment of the premium, this Rider is made a part of this Policy. This rider is subject to all policy terms and provisions unless this Rider changes them.

### Compound Increases Option

Your Daily Benefit amounts for Nursing Home and Alternate Long-Term Care Facility stays will increase on each anniversary of the Policy Date. Each increase will be equal to 5% of Your previous amounts. Annual increases will continue as long as the Policy and this Rider remain in force. Increased amounts will apply to each day benefits are payable under the Policy on or after the date of the increase; even if You are then receiving benefits.

This rider is issued as of the Effective Date of the Policy unless a different date is shown under the Schedule.

IDS Life Insurance Company



Secretary

Life Insurance Company  
Tower 10  
Minneapolis, MN 55440

## Benefit Increases Option Rider

This rider provides for lifetime increases in Daily Benefits.

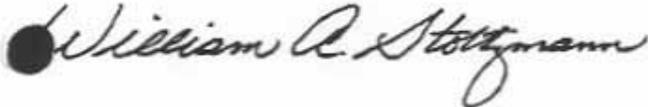
Based on the application for this Rider and the payment of the premium, this Rider is made a part of this Policy. This rider is subject to all policy terms and provisions unless this Rider changes them.

### Simple Increases Option

Your Daily Benefit amounts for Nursing Home and Alternate Long-Term Care Facility stays will increase on each anniversary of the Policy Date. Each increase will be equal to 5% of Your original amounts. Annual increases will continue as long as the Policy and this Rider remain in force. Increased amounts will apply to each day benefits are payable under the Policy on or after the date of the increase; even if You are then receiving benefits.

This rider is issued as of the Effective Date of the Policy unless a different date is shown under the Schedule.

IDS Life Insurance Company



Secretary

*Eff. 2/8/95*

IDS Life Insurance Company  
IDS Tower 10  
Minneapolis, Minnesota 55440

RECEIVED

DEC 13 2007

MILLIMAN  
MINNEAPOLIS

**Long-Term Care Insurance  
Nursing Home Indemnity Policy**

Insured: John Q. Doe

Policy Number: 9100-1234567

We at IDS Life Insurance Company are pleased to issue this Insurance Policy to You. This Policy has many important features. We urge You to read it carefully.

- THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE
- WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS
- THIS POLICY IS NON-PARTICIPATING (Does not pay dividends)

All You have to do to keep this Policy in force until benefits have been exhausted is to pay premiums on time. We cannot cancel or refuse to renew this Policy. Your premiums will not increase due to a change in Your age or the deterioration of Your mental or physical health. We can, however, change Your premiums based on Your premium class; but only if We change the premiums for all similar policies issued in Your state on the same form as this Policy. Premium changes will only be made as of an anniversary of the Policy Date. We must give You at least 31 days written notice before We change Your premiums.

**30 DAY RIGHT TO EXAMINE YOUR POLICY**

You have 30 days from the day You receive this Policy to examine and return it to Us if You decide not to keep it. You do not have to tell Us Your reason for returning the Policy. Simply return it to Us or Our representative within 30 days after You receive it. We will refund the full amount of any premium paid; and the Policy will be void from the start.

**CAUTION ABOUT APPLICATION ANSWERS**

The issuance of this Policy is based upon Your responses to questions on Your application. A copy of Your application is enclosed. If Your answers are incorrect or untrue, We have the right to deny benefits or rescind coverage. The best time to clear up any questions is now, before a claim arises! If for any reason, any of Your answers are incorrect, contact Us at Our Home Office. Our address is: IDS Tower 10, Minneapolis, Minnesota 55440.

Signed for and issued by IDS Life Insurance Company in Minneapolis, Minnesota, as of the Policy Date.

President:



Secretary:



**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY:** If You are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from Us.

**NOTICE TO BUYER:** This policy may not cover all the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all policy limitations.

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A copy of Your Application	Attached
Any appropriate Riders, Endorsements, Notices and other papers	Attached

# Basic Contract Provisions

This section tells You: the documents which state all of the contractual agreements; the importance of completing Your application truthfully; and other basic rights, obligations and features.

## The Contract

**Entire Contract; Changes:** The entire contract between You and Us is as stated in this Policy, Your application and any attached papers. No change in this Policy will be effective until approved by one of Our officers. That approval must be noted on or attached to this Policy. None of Our representatives or other persons may change this Policy or waive any of its provisions.

## Contesting Coverage

### Time Limit on Certain Defenses:

**(a) Misstatements in Your Application:** After this Policy has been in force for 6 months, We may void the Policy or deny an otherwise valid claim upon a showing of misrepresentation that is material to Our acceptance of You for coverage.

While this Policy has been in force for at least 6 months but less than two (2) years, We may void the Policy or deny an otherwise valid claim upon a showing of misrepresentation that is both:

- material to Our acceptance of You for coverage; and
- pertinent to the conditions for which benefits are sought.

After this Policy has been in force for two (2) years it will not be contestable upon the grounds of misrepresentation alone and may be contested only upon a showing that You knowingly and intentionally misrepresented relevant facts relating to Your health.

If We pay any benefits under this Policy, the benefit payments will not be recovered by Us in the event the Policy is rescinded.

**(b) Pre-Existing Conditions:** Except as provided for misstatements in Your application, We will not reduce or deny any claim under this Policy because a sickness or physical or medical condition had existed before the Effective Date.

## Other Provisions

**Misstatement of Age:** Your age may have been misstated in Your application. In that case, We will pay the benefits that the premiums You have paid would have purchased at Your true age. If, based on Your true age, the Policy would not have become effective, We will only be liable for the refund of all premiums paid for this Policy.

**Conformity with State Statutes:** If this Policy does not comply with the laws of the state in which You reside on the Effective Date, We will treat it as if it had been changed to comply with those laws.

**Time Periods:** All time periods begin and end at 12:01 a.m. Standard Time at Your residence.

**Non-Participating; Dividends Not Payable:** This Policy does not participate in Our profits or surplus earnings and no dividends will be paid at any time.

# Glossary Of Important Terms

This section gives the meaning of special words and phrases used in the Policy. In addition, the terms Benefit Limit, Daily Benefit and Deductible (Elimination) Period appear in the Schedule and are more fully described in the Benefit Provisions. To help You recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

## Activities of Daily Living (ADLs)

The following six (6) basic functions are the Activities of Daily Living:

- Bathing:** Your ability to wash Yourself in the tub, shower or by sponge bath.
- Continence:** Your ability to control bowel and bladder function voluntarily; and to maintain a reasonable level of personal hygiene when you are not able to control those functions.
- Dressing:** Your ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn and to fasten and unfasten them.
- Feeding:** Your ability to get nourishment into Your body by any means once it has been prepared and made available to You.
- Toileting:** Your ability to go to and from the toilet and maintain a reasonable level of personal hygiene. This includes getting on and off the toilet and caring for clothing.
- Transferring:** Your ability to move in and out of a chair or bed.

## Alternate Long-Term Care Facility

A facility that is engaged primarily in providing ongoing care and related services to at least 10 inpatients in one location and meets all of the following criteria:

- It provides 24 hour a day care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or Cognitive Impairment; and
- Has an awake, trained and ready to respond employee on duty at all times to provide that care; and
- Provides 3 meals a day and accommodates special dietary needs; and
- Is licensed by the appropriate licensing agency (if any) to provide such care; and
- Has formal arrangements for the services of a Doctor or Nurse to furnish medical care in case of emergency; and
- Has appropriate methods and procedures for handling and administering drugs and biologicals.

**NOTE:** These requirements are typically met by assisted living facilities that are either free standing facilities or part of a life care community. They may also be met by some personal care and adult congregate care facilities. They are generally NOT met by: individual residences; or independent living units.

## **Cognitive Impairment**

**Deterioration or loss in Your intellectual capacity which requires supervision or hands-on services to protect Yourself or others as measured by clinical evidence and standardized tests that reliably measure Your impairment in the areas of:**

- **Your short or long term memory;**
- **Your orientation as to person (such as who You and others are), place (such as Your location) and time (such as day, date and year); and**
- **Your deductive or abstract reasoning.**

**NOTE: Coverage is provided for Alzheimer's Disease and similar forms of senility and irreversible dementia that result in Cognitive Impairment.**

## **Continual One-to-one Assistance**

**You are considered to need Continual One-to-one Assistance in performing an Activity of Daily Living when:**

- **Someone must give You supervision or hands-on services, somewhere in the process of performing that activity; every time You do the activity; and**
- **You alone cannot perform the activity with the supports and mechanical aides that are normally available to You.**

**An example for Dressing is the need for physical help from someone in putting on and buttoning a garment because of paralysis or other physical inability.**

## **Doctor**

**Someone, other than a Nurse, who is legally qualified and licensed to practice medicine and is operating within the scope of that license. The term "Doctor" does NOT include: You or a member of Your immediate family; anyone who normally resides in Your home or residence; or anyone who has an ownership interest in, or is an employee of, any facility in which You stay.**

## **Immediate Family**

**Your spouse and the following relatives of You and Your spouse: Parents; grandparents; brothers; sisters; children and grandchildren.**

## **Injury**

**Any accidental bodily injury You have sustained.**

## **Nurse**

**Someone who is licensed as: a Registered Graduate Nurse (RN); or a Licensed Practical Nurse (LPN); or a Licensed Vocational Nurse (LVN). The term "Nurse" does NOT include: You; a member of Your immediate family; or anyone who normally resides in Your home or residence.**

## **Nursing Home**

**A facility or distinctly separate part of a hospital or other institution which is operating pursuant to law and is licensed by the appropriate licensing agency to provide, in addition to room and board accommodations, skilled nursing care and related services to inpatients under the supervision of a duly licensed physician; and**

- provides continuous 24 hour a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.); and**
- is approved for payment of Medicare benefits or is qualified to receive such approval, if so requested; and**
- maintains a daily medical record of each patient.**

**NOTE: The above requirements are generally NOT met by: Alternate Long-Term Care Facilities; rehabilitation hospitals; rest homes; homes for the aged; sheltered living accommodations; residence homes; or independent living units.**

## **Policy Date**

**Your Policy Date is shown in the Schedule. It is the date used to determine policy anniversaries, policy years, and premium due dates.**

## **Sickness**

**Your illness or disease as determined by a Doctor.**

## **We, Us, Our**

**IDS Life Insurance Company, A Stock Company.**

## **You, Your**

**The Insured named in the Schedule.**

# Exclusions And Limitations

**This section states the conditions under which payment will not be made even if You otherwise qualify for benefits.**

## **What's Not Covered**

**The policy will not pay benefits for anything:**

- **Provided by a member of Your Immediate Family.**
- **For which no charge is made in the absence of insurance.**
- **Provided outside of the United States of America or its possessions.**
- **Provided in a Veteran's Administration or federal government facility; unless You or Your estate are charged for the services or confinement.**
- **That results from war or act of war, whether declared or not.**
- **That results from an attempt at suicide or an intentionally self-inflicted injury.**

# Confinement Benefits Provisions

This section describes the coverage available when You are confined in a Nursing Home or Alternate Long-Term Care Facility. It has some important definitions and then tells You how to qualify for benefits; how much will be paid; and how long benefits will be paid.

## The Benefit Limit and How it Works

The Benefit Limit is the combined maximum number of days for which You will be paid under the Nursing Home and Alternate Facility Benefits. The Schedule shows the number of days in the Benefit Limit. This is a lifetime limit for all Your Nursing Home and Alternate Facility Benefits. If the Schedule shows that this maximum is "Unlimited", there is no lifetime limit on the number of days for which these Benefits may be paid.

## The Deductible (Elimination) Period and How It Works

The Deductible (Elimination) Period is the number of consecutive days of Confinement needed to qualify for these Benefits. (We will consider Days of Confinement to be consecutive even when they are interrupted by days during which You are confined in a duly licensed hospital.) The Schedule shows the Deductible (Elimination) Period. You will not be paid benefits for the Deductible (Elimination) Period.

Only one Deductible (Elimination) Period applies to all Nursing Home and Alternate Long-Term Care Facility stays for a Covered Period of Confinement.

## Day of Confinement

A Day of Confinement is each day You are confined as an inpatient in a Nursing Home or Alternate Long-Term Care Facility for which a full day's room and board or subsistence charge is made.

## Covered Period of Confinement

A Covered Period of Confinement begins immediately after You have satisfied the Deductible (Elimination) Period. It continues as long as, for the same or related cause or causes, You;

- remain in the same Nursing Home or Alternate Long-Term Care Facility;
- transfer to another Nursing Home or Alternate Long-Term Care Facility; or
- leave and return to a Nursing Home or Alternate Long-Term Care Facility before the Covered Period of Confinement ends.

A Covered Period of Confinement ends when 180 consecutive days elapse during which You are not eligible for payment under either; the Nursing Home Benefit; or the Alternate Facility Benefit. We will not count as part of that 180 consecutive days, any days You are confined in a duly licensed hospital.

Only one Deductible (Elimination) Period needs to be satisfied for each Covered Period of Confinement.

# **Nursing Home Benefit**

We will pay a benefit for each Day of Confinement, after the Deductible (Elimination) Period, while You are confined in a Nursing Home during a Covered Period of Confinement. Benefit payments are subject to the provisions stated below.

## **LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS**

### **Covered Nursing Home Stays**

- A Day of Confinement during a Nursing Home stay is covered by the Policy when:
- You are confined as an overnight resident inpatient in a Nursing Home; and
  - A room and board or subsistence charge is made for the day; and
  - The stay occurs during a Covered Period of Confinement that starts while the Policy is in force; and
  - We are given proof, in the form of a Doctor's certification and evaluation (or other evidence), that the stay is appropriate because either:
    - You have an Injury or Sickness; or
    - You need Continual One-to-one Assistance in performing 3 or more Activities of Daily Living; or
    - You are dependent upon someone else for supervision or hands-on services because of Cognitive Impairment.

### **All Levels of Care Covered**

Benefit payments will not change based on the level of care You receive during a Nursing Home stay.

### **How Much We Pay**

We will pay the applicable Daily Benefit for each Day of Confinement after the Deductible (Elimination) Period. The Schedule shows the Daily Benefit for Nursing Home stays. It may be changed, over time, by a Benefit Increases Option, if applicable.

### **How Long Benefits Will Be Paid**

This Benefit will be paid for each Day of Confinement in a Nursing Home, after the Deductible (Elimination) Period, for as long as:

- the above conditions are met; and
- the Benefit Limit has not been reached; and
- the Covered Period of Confinement continues.

### **Bed Reservation Feature**

If You become hospitalized during a Nursing Home stay and You are charged to reserve Your accommodations in the Nursing Home, We will:

- pay the same benefits; and
  - give the same Deductible (Elimination) Period credit;
- that You would have received if You had stayed in the Nursing Home instead of a licensed hospital. We will do this for a total of 21 days of hospitalization (continuous or not) for a Covered Period of Confinement.

# Alternate Facility Benefit

We will pay a benefit for each Day of Confinement, after the Deductible (Elimination) Period, while You are confined in an Alternate Long-Term Care Facility during a Covered Period of Confinement. Benefit payments are subject to the provisions stated below.

## LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

### Covered Alternate Long-Term Care Facility Stays

A Day of Confinement during an Alternate Long-Term Care Facility stay is covered by the Policy when:

- You are confined as an overnight resident inpatient in an Alternate Long-Term Care Facility; and
- A room and board or subsistence charge is made for the day; and
- The stay occurs during a Covered Period of Confinement that starts while the Policy is in force; and
- We are given proof, in the form of a Doctor's certification and evaluation (or other evidence), that the stay is appropriate because either:
  - You need Continual One-to-one Assistance in performing 3 or more Activities of Daily Living; or
  - You are dependent upon someone else for supervision or hands-on services because of Cognitive Impairment.

### All Levels of Care Covered

Benefit payments will not change based on the level of care You receive during an Alternate Long-Term Care Facility stay.

### How Much We Pay

We will pay the applicable Daily Benefit for each Day of Confinement after the Deductible (Elimination) Period. The Schedule shows the Daily Benefit for Alternate Long-Term Care Facility stays. It may be changed, over time by a Benefit Increases Option, if applicable. No payment will be made for any day for which a Nursing Home Benefit is payable.

### How Long Benefits Will Be Paid

This Benefit will be paid for each Day of Confinement in an Alternate Long-Term Care Facility, after the Deductible (Elimination) Period, for as long as:

- the above conditions are met; and
- the Benefit Limit has not been reached; and
- the Covered Period of Confinement continues.

### Bed Reservation Feature

If You become hospitalized during an Alternate Long-Term Care Facility stay and You are charged to reserve Your accommodations in the Alternate Long-Term Care Facility, We will:

- pay the same benefits; and
  - give the same Deductible (Elimination) Period credit;
- that You would have received if You had stayed in the Alternate Long-Term Care Facility instead of a licensed hospital. We will do this for a total of 21 days of hospitalization (continuous or not) for a Covered Period of Confinement.

# Waiver Of Premium

## Benefit Conditions

We will waive premium payments on a month-to-month basis during extended Nursing Home and Alternate Long-Term Care Facility stays. The waiver begins after benefits have been paid under the Nursing Home and Alternate Long-Term Care Facility Benefits for 90 consecutive days. We will then:

- refund the pro rata premium paid for monthly periods beyond that for which the waiver begins; and
- waive the payment of premium for each coverage month which begins while You continue to receive uninterrupted Nursing Home or Alternate Facility Benefits.

This waiver of premium payment stops when You cease to receive Nursing Home or Alternate Facility Benefits. At the end of the period for which the last premium has been waived, You will be required to pay the pro rata premium needed to return the Policy to its previous premium payment mode. You must pay future premiums as they become due.

# Claims Information

This section tells You when to notify Us of a claim; what to send Us; how We pay claims; and other rights and responsibilities under the contract.

## Telling Us About a Claim

Early awareness by Our Claims Department will facilitate a timely review of Your claim. You can help Us in this process by letting Us know immediately when You first become disabled to the extent that You may soon need care covered by the Policy. Of course someone else who is authorized to act on Your behalf can also contact Us for You.

**Notice of Claim:** We must be told when You have a claim for benefits. The notice can be given to Us at Our Home Office or to Our representative. It must be received within 30 days of the date the covered loss starts, or as soon as reasonably possible. Include in the notice at least: Your name; Your Policy Number; and an address to which the claim form should be sent.

## How to File a Claim

**Claim Forms:** When We get notice of Your claim We will send out a claim form to be used to file proof of loss.

The claim form has instructions on how to fill it out and where to send it. Please read the form carefully. Answer all questions and send all required information to the address on the form. This will assist Us in the evaluation of Your claim so that We can determine the benefits for which you are eligible.

If You or Your representative do not get the claim form within 15 days, proof of loss can be filed without it by sending Us a letter which describes the occurrence, the character and the extent of the loss for which claim is made. That letter must be sent to Us at Our Home Office within the time period stated in the next paragraph. As a minimum, the description should tell Us such things as: Your name and address; the care for which You are claiming benefits; the names and addresses of the medical professionals and care providers who are aware of Your condition or have provided care covered by the Policy; and the periods for which You are claiming benefits.

## When to File a Claim

**Proofs of Loss:** We must get written proof of loss within 120 days after the end of each month for which benefits may be payable. If it was not reasonably possible to give Us written proof in the time required, We shall not reduce or deny a claim for being late if the proof is filed as soon as reasonably possible. Unless the claimant is not legally capable, the required proof must always be given to Us no later than 1 year from the time specified.

## Our Evaluation Criteria and Claims Payment Process

**How We Determine When Proof of Loss is Satisfactory:** We will work with You, Your Doctor and other care givers to obtain information about: Your state of health; and the degree to which You need care for injury or sickness, assistance in performing Activities of Daily Living, or cognitive impairment. We will then make an objective review of that information to determine whether You qualify for benefits. We reserve the right, as part of the review, to do a face-to-face assessment or to require You to take a physical examination paid for by Us. Similar reviews may be required, at reasonable intervals, to determine Your eligibility for continued benefits. We may use an outside service to assist in evaluating Your condition.

**Physical Examinations:** As part of Our evaluation of Your claim, We have the right to require a medical exam when a claim is made and at reasonable intervals while You are claiming continued benefits. If an exam is required, You will not have to pay for it.

**Time of Payment of Claim:** After We receive the proper written proof of loss, We will pay any benefits then due: (1) monthly, when the loss is expected to result in on-going benefits; and (2) immediately, when Our liability has ended.

**Payment of Claims:** All benefits will be paid to You. Any benefits unpaid at Your death will be paid to Your estate. If benefits are payable to Your estate, We may pay benefits up to \$1,000 to someone related to You by blood or marriage who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

### How to Appeal A Claim

You will be informed by Us in writing if a claim, or any part of a claim, is denied.

**Appeal Process:** If You believe that Our claim decision is in error, We will reconsider Your claim. You must send Us a brief note (no special form needed) that tells Us why You feel We should change Our decision. You may authorize someone else to act for You in this appeal process.

The note should include the names, addresses and phone numbers of any of the following providers who You think We should contact to learn more about Your health and the care You received: the Doctors and other health care professionals who treated You; and the facilities from which You received care or treatment.

We will act promptly on Your request. Once We complete Our review, We will immediately tell You Our decision in writing with Our reasons stated clearly. We will pay any benefits then due as a result of Our reconsideration.

**Legal Actions:** You cannot sue on Your claim before 60 days after written proof of loss has been given as required by this Policy. You cannot sue after 3 years from the time written proof of loss is required to be given.

# Effective Date And Premium Payment Provisions

This section tells You such things as: when the Policy becomes effective; how and when to pay premiums; the importance of paying premiums on time; and what happens if premiums are not paid on time.

## The Policy Taking Effect

**Effective Date and Consideration:** This Policy is issued based on: the statements made in Your application; and, payment of the First Premium shown in the Schedule. It takes effect on the Effective Date shown in the Schedule; provided the First Premium is paid.

## Your Right to Cancel the Policy at Any Time

You may cancel Your Policy at any time by sending Us written notice. Your Policy will be canceled as of the date We receive the notice, or the later date stated in Your notice. We will promptly return the unearned portion of any premium paid. The cancellation will not prejudice any claim for any uninterrupted institutional confinement that begins before the effective date of the cancellation.

## Refund of Premium Paid Beyond Your Death

If You die while insured under this Policy, We will refund the pro rata portion of any premium paid for a period after Your death. The refund will be made within 30 days of Our receipt of written proof of Your death and will be payable to Your estate.

## Paying Premiums

The Premium Mode shown in the Schedule states how often premiums are to be paid. Your first premium is due as of the Policy Date as shown in the Schedule. Each premium after the first is due at the end of the period for which the prior premium was paid.

## What Happens When Premiums are Not Paid

**Grace Period:** This Policy has a 31 day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31 days. The Policy will stay in force during the grace period. If the premium is not paid during the grace period, the Policy will terminate at the end of the grace period. This is called a lapse. Lapse will not affect any continuing claim that begins before the Policy terminates.

**Extension of Benefits:** Termination of this Policy will not affect any claim for uninterrupted institutional confinement that begins while the Policy is in force and continues beyond the date of termination. This extension of benefits, beyond the period the Policy was in force, is limited to the unexpired duration of the Benefit Limit; and will be subject to the Deductible (Elimination) Period and all other applicable provisions of the Policy. For the purposes of this provision, an uninterrupted institutional confinement will include: being transferred to another Nursing Home or Alternate Long-Term Care Facility; receiving another level of care in the same facility; and transferring back to a Nursing Home or Alternate Long-Term Care Facility from a temporary or acute hospitalization.

**Reinstatement:** Once this Policy lapses, We may or may not put it back in force (reinstate) at Our option. An acceptance of late premium by Us (or by Our representative, if authorized to accept payment) without requiring an application for reinstatement will reinstate this Policy.

If We or Our representative require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be reinstated as of the approval date. If We do not give You prior written notice of Our disapproval, the Policy will be reinstated on the 45th day after the date of the conditional receipt.

The reinstated Policy will cover only losses that begin after the date of reinstatement. In all other respects Your rights and Our rights will remain the same; subject to any provisions noted on or attached to the reinstated Policy.

Any premiums We accept for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

**Unpaid Premiums:** When a claim is paid, any premium due and unpaid will be deducted from the claim payment.

### **Continuation for Alzheimer's Disease and Other Forms of Cognitive Impairment and Functional Capacity**

**Continuation Provisions:** If Your Policy terminates for any reason before Your benefits have been exhausted, We will provide a continuation of coverage; provided We receive the following within 9 months after the termination date:

- proof, in the form of a Doctor's certification, that You have Cognitive Impairment (including but not limited to Alzheimer's disease) or the loss of functional capacity; and
- payment of all past-due premiums for the Policy and all Riders that were in force immediately prior to the date of lapse.

This continuation will provide uninterrupted coverage to the same extent that the Policy and all Riders in force immediately prior to the termination date would have provided if they had not terminated. If You become eligible for benefits during the continuation period, they will be payable; subject to any applicable deductible (elimination) periods, maximum payment periods and all other provisions of the Policy and its Riders.

**PLEASE KEEP THIS POLICY IN A SAFE PLACE WITH YOUR OTHER IMPORTANT DOCUMENTS.**

## **Long-Term Care Insurance Nursing Home Indemnity Policy**

- THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE.
- WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS.
- THIS POLICY IS NON-PARTICIPATING (Does not pay dividends)

**IDS Life Insurance Company  
IDS Tower 10  
Minneapolis, Minnesota 55440**



IDS Life Insurance Company  
IDS Tower 10  
Minneapolis, Minnesota 55440

U-H-DA

Approved, Effective 1/19/93

Pennsylvania Insurance Department

By DeLynn S. Rhodes

**Long-Term Care Insurance  
Nursing Home Indemnity Policy**

Insured: John Q. Doe

Policy Number: 9100-1234567

We at IDS Life Insurance Company are pleased to issue this Insurance Policy to You. This Policy has many important features. We urge You to read it carefully.

- THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE
- WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS
- THIS POLICY IS NON-PARTICIPATING (Does not pay dividends)

All You have to do to keep this Policy in force until benefits have been exhausted is to pay premiums on time. We cannot cancel or refuse to renew this Policy. Your premiums will not increase due to a change in Your age or health. We can, however, change Your premiums based on Your premium class; but only if We change the premiums for all similar policies issued in Your state on the same form as this Policy. Premium changes will only be made as of an anniversary of the Policy Date. We must give You at least 31 days written notice before We change Your premiums.

**30 DAY RIGHT TO EXAMINE YOUR POLICY**

You have 30 days from the day You receive this Policy to examine and return it to Us if You decide not to keep it. You do not have to tell Us Your reason for returning the Policy. Simply return it to Us or Our representative within 30 days after You receive it. We will refund the full amount of any premium paid; and the Policy will be void from the start.

**CAUTION ABOUT APPLICATION ANSWERS**

The issuance of this Policy is based upon Your responses to questions on Your application. A copy of Your application is enclosed. If Your answers are incorrect or untrue, We have the right to deny benefits or rescind coverage. The best time to clear up any questions is now, before a claim arises! If for any reason, any of Your answers are incorrect, contact Us at Our Home Office. Our address is: IDS Tower 10, Minneapolis, Minnesota 55440.

Signed for and issued by IDS Life Insurance Company in Minneapolis, Minnesota, as of the Policy Date.

President:

Secretary:

*James A. Mitchell*

*William A. Stutzmann*

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY:** If You are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from Us.

**NOTICE TO BUYER:** This policy may not cover all the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all policy limitations.

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Any appropriate Riders, Endorsements, Notices and other papers	Attached

**Schedule**

**Insured:** (John Q. Doe) **Policy Number:** (9100-1234567)  
**First Premium:** \$(XXX.XX) **Renewal Premium:** \$(XXX.XX)  
**Premium Mode:** (Annual) **Policy Date:** (October 15, 1992)  
**Effective Date:** (October 15, 1992)

**CONFINEMENT BENEFITS**  
Nursing Home Benefit (with Bed Reservation Feature)  
Alternate Facility Benefit (with Bed Reservation Feature)

**COVERAGE LIMITS FOR CONFINEMENT BENEFITS**

Daily Benefit - Nursing Home: \$(200.00)  
Daily Benefit - Alternate Long-Term Care Facility: \$(120.00)  
Deductible (Elimination Period): (20 Days)  
Benefit Limit: (Lifetime/Unlimited)  
Policy Premium (For Your Premium Mode): \$(xxx.xx)

**Waiver Of Premium During Covered Confinements:** Included

**HOME AND COMMUNITY CARE BENEFITS**  
Home Care and Adult Day Care Benefits  
Respite Care and Equipment Purchases (Additional Community Care Benefits)

**COVERAGE LIMITS FOR HOME AND COMMUNITY CARE BENEFITS**

Rider Issue Date: (October 15, 1992)  
Rider Effective Date: (October 15, 1992)  
Covered Care Daily Maximum: \$(100.00)  
Covered Care Deductible (Elimination Period):  
Home Care and Adult Day Care: (20 Days)  
Respite Care and Equipment Purchases: None  
Covered Care Maximum Payment Period: (730 Days)  
Rider Premium (For Your Premium Mode): \$(xxx.xx)

**BENEFIT INCREASES OPTION RIDER**

**Do You Have This Option?** (Yes)  
**NOTE:** A higher premium is paid when the policy includes this option. (Compound Increases)

# Basic Contract Provisions

This section tells You: the documents which state all of the contractual agreements; the importance of completing Your application truthfully; and other basic rights, obligations and features.

## The Contract

**Entire Contract; Changes:** The entire contract between You and Us is as stated in this Policy, Your application and any attached papers. No change in this Policy will be effective until approved by one of Our officers. That approval must be noted on or attached to this Policy. None of Our representatives or other persons may change this Policy or waive any of its provisions.

## Contesting Coverage

### Time Limit on Certain Defenses:

(a) **Misstatements in Your Application:** After this Policy has been in force for 2 years, only fraudulent misstatements in Your application may be used to: void this Policy; or deny any claim for loss incurred or disability that starts after the 2 year period.

(b) **Pre-Existing Conditions:** Except as provided for misstatements in Your application, We will not reduce or deny any claim under this Policy because a sickness or physical or medical condition had existed before the Effective Date.

## Other Provisions

**Misstatement of Age:** Your age may have been misstated in Your application. In that case, We will pay the benefits that the premiums You have paid would have purchased at Your true age. If, based on Your true age, the Policy would not have become effective, We will only be liable for the refund of all premiums paid for this Policy.

**Conformity with State Statutes:** If this Policy does not comply with the laws of the state in which You reside on the Effective Date, We will treat it as if it had been changed to comply with those laws.

**Time Periods:** All time periods begin and end at 12:01 a.m. Standard Time at Your residence.

**Non-Participating; Dividends Not Payable:** This Policy does not participate in Our profits or surplus earnings and no dividends will be paid at any time.

# Glossary Of Important Terms

This section gives the meaning of special words and phrases used in the Policy. In addition, the terms Benefit Limit, Daily Benefit and Deductible (Elimination) Period appear in the Schedule and are more fully described in the Benefit Provisions. To help You recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

## Activities of Daily Living (ADLs)

The following six (6) basic functions are the Activities of Daily Living:

- Bathing:** Your ability to wash Yourself in the tub, shower or by sponge bath.
- Continence:** Your ability to control bowel and bladder function voluntarily; and to maintain a reasonable level of personal hygiene when you are not able to control those functions.
- Dressing:** Your ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn and to fasten and unfasten them.
- Feeding:** Your ability to get nourishment into Your body by any means once it has been prepared and made available to You.
- Toileting:** Your ability to go to and from the toilet and maintain a reasonable level of personal hygiene. This includes getting on and off the toilet and caring for clothing.
- Transferring:** Your ability to move in and out of a chair or bed.

## Alternate Long-Term Care Facility

A facility that is engaged primarily in providing ongoing care and related services to at least 10 inpatients in one location and meets all of the following criteria:

- It provides 24 hour a day care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or Cognitive Impairment; and
- Has an awake, trained and ready to respond employee on duty at all times to provide that care; and
- Provides 3 meals a day and accommodates special dietary needs; and
- Is licensed by the appropriate licensing agency (if any) to provide such care; and
- Has formal arrangements for the services of a Doctor or Nurse to furnish medical care in case of emergency; and
- Has appropriate methods and procedures for handling and administering drugs and biologicals.

**NOTE:** These requirements are typically met by assisted living facilities that are either free standing facilities or part of a life care community. They may also be met by some personal care and adult congregate care facilities. They are generally NOT met by: individual residences; or independent living units.

## **Cognitive Impairment**

Deterioration or loss in Your intellectual capacity which requires continual supervision to protect Yourself or others as measured by clinical evidence and standardized tests that reliably measure Your impairment in the areas of:

- Your short or long term memory;
- Your orientation as to person (such as who You and others are), place (such as Your location) and time (such as day, date and year); and
- Your deductive or abstract reasoning.

**NOTE:** Coverage is provided for Alzheimer's Disease and similar forms of senility and irreversible dementia that result in Cognitive Impairment.

## **Continual One-to-one Assistance**

You are considered to need Continual One-to-one Assistance in performing an Activity of Daily Living when:

- Someone must give You direct physical assistance, somewhere in the process of performing that activity; every time You do the activity; and
- You alone cannot perform the entire activity with the supports and mechanical aides that are normally available to You.

An example for Dressing is the need for physical help from someone in putting on and buttoning a garment because of paralysis or other physical inability.

## **Doctor**

Someone, other than a Nurse, who is legally qualified and licensed to practice medicine and is operating within the scope of that license. The term "Doctor" does NOT include: You or a member of Your immediate family; anyone who normally resides in Your home or residence; or anyone who has an ownership interest in, or is an employee of, any facility in which You stay.

## **Immediate Family**

Your spouse and the following relatives of You and Your spouse: Parents; grandparents; brothers; sisters; children and grandchildren.

## **Injury**

Any accidental bodily injury You have sustained.

## **Nurse**

Someone who is licensed as: a Registered Graduate Nurse (RN); or a Licensed Practical Nurse (LPN); or a Licensed Vocational Nurse (LVN). The term "Nurse" does NOT include: You; a member of Your immediate family; or anyone who normally resides in Your home or residence.

## **Nursing Home**

A facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients and:

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

**NOTE:** The above requirements are typically met by licensed skilled nursing facilities, comprehensive nursing care facilities and intermediate nursing care facilities as well as some specialized wards, wings and units of hospitals. Those requirements are generally NOT met by: Alternate Long-Term Care Facilities; rehabilitation hospitals; rest homes; homes for the aged; sheltered living accommodations; residence homes; or independent living units.

## **Policy Date**

Your Policy Date is shown in the Schedule. It is the date used to determine policy anniversaries, policy years, and premium due dates.

## **Sickness**

Your illness or disease as determined by a Doctor.

## **We, Us, Our**

IDS Life Insurance Company, A Stock Company.

## **You, Your**

The Insured named in the Schedule.

## **Exclusions And Limitations**

**This section states the conditions under which payment will not be made even if You otherwise qualify for benefits.**

### **What's Not Covered**

**The policy will not pay benefits for anything:**

- Provided by a member of Your Immediate Family.**
- For which no charge is made in the absence of insurance.**
- Provided outside of the United States of America or its possessions.**
- Provided in a Veteran's Administration or federal government facility; unless You or Your estate are charged for the services or confinement.**
- That results from war or act of war, whether declared or not.**
- That results from an attempt at suicide or an intentionally self-inflicted injury.**

# Confinement Benefits Provisions

This section describes the coverage available when You are confined in a Nursing Home or Alternate Long-Term Care Facility. It has some important definitions and then tells You how to qualify for benefits; how much will be paid; and how long benefits will be paid.

## The Benefit Limit and How it Works

The Benefit Limit is the combined maximum number of days for which You will be paid under the Nursing Home and Alternate Facility Benefits. The Schedule shows the number of days in the Benefit Limit. This is a lifetime limit for all Your Nursing Home and Alternate Facility Benefits. If the Schedule shows that this maximum is "Unlimited", there is no lifetime limit on the number of days for which these Benefits may be paid.

## The Deductible (Elimination) Period and How It Works

The Deductible (Elimination) Period is the number of consecutive days of Confinement needed to qualify for these Benefits. (We will consider Days of Confinement to be consecutive even when they are interrupted by days during which You are confined in a duly licensed hospital.) The Schedule shows the Deductible (Elimination) Period. You will not be paid benefits for the Deductible (Elimination) Period.

Only one Deductible (Elimination) Period applies to all Nursing Home and Alternate Long-Term Care Facility stays for a Covered Period of Confinement.

## Day of Confinement

A Day of Confinement is each day You are confined as an inpatient in a Nursing Home or Alternate Long-Term Care Facility for which a full day's room and board or subsistence charge is made.

## Covered Period of Confinement

A Covered Period of Confinement begins immediately after You have satisfied the Deductible (Elimination) Period. It continues as long as, for the same or related cause or causes, You;

- remain in the same Nursing Home or Alternate Long-Term Care Facility;
- transfer to another Nursing Home or Alternate Long-Term Care Facility; or
- leave and return to a Nursing Home or Alternate Long-Term Care Facility before the Covered Period of Confinement ends.

A Covered Period of Confinement ends when 180 consecutive days elapse during which You are not eligible for payment under either; the Nursing Home Benefit; or the Alternate Facility Benefit. We will not count as part of that 180 consecutive days, any days You are confined in a duly licensed hospital.

Only one Deductible (Elimination) Period needs to be satisfied for each Covered Period of Confinement.

# Nursing Home Benefit

We will pay a benefit for each Day of Confinement, after the Deductible (Elimination) Period, while You are confined in a Nursing Home during a Covered Period of Confinement. Benefit payments are subject to the provisions stated below.

## LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

### Covered Nursing Home Stays

- A Day of Confinement during a Nursing Home stay is covered by the Policy when:
- You are confined as an overnight resident inpatient in a Nursing Home; and
  - A room and board or subsistence charge is made for the day; and
  - The stay occurs during a Covered Period of Confinement that starts while the Policy is in force; and
  - We are given proof, in the form of a Doctor's certification and evaluation (or other evidence), that the stay is appropriate because either:
    - You have an Injury or Sickness; or
    - You need Continual One-to-one Assistance in performing 3 or more Activities of Daily Living; or
    - You are dependent upon someone else for continual supervision because of Cognitive Impairment.

### All Levels of Care Covered

Benefit payments will not change based on the level of care You receive during a Nursing Home stay.

### How Much We Pay

We will pay the applicable Daily Benefit for each Day of Confinement after the Deductible (Elimination) Period. The Schedule shows the Daily Benefit for Nursing Home stays. It may be changed, over time, by a Benefit Increases Option, if applicable.

### How Long Benefits Will Be Paid

This Benefit will be paid for each Day of Confinement in a Nursing Home, after the Deductible (Elimination) Period, for as long as:

- the above conditions are met; and
- the Benefit Limit has not been reached; and
- the Covered Period of Confinement continues.

### Bed Reservation Feature

If You become hospitalized during a Nursing Home stay and You are charged to reserve Your accommodations in the Nursing Home, We will:

- pay the same benefits; and
- give the same Deductible (Elimination) Period credit;

that You would have received if You had stayed in the Nursing Home instead of a licensed hospital. We will do this for a total of 21 days of hospitalization (continuous or not) for a Covered Period of Confinement.

## **Alternate Facility Benefit**

We will pay a benefit for each Day of Confinement, after the Deductible (Elimination) Period, while You are confined in an Alternate Long-Term Care Facility during a Covered Period of Confinement. Benefit payments are subject to the provisions stated below.

### **LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS**

#### **Covered Alternate Long-Term Care Facility Stays**

- A Day of Confinement during an Alternate Long-Term Care Facility stay is covered by the Policy when:
- You are confined as an overnight resident inpatient in an Alternate Long-Term Care Facility; and
  - A room and board or subsistence charge is made for the day; and
  - The stay occurs during a Covered Period of Confinement that starts while the Policy is in force; and
  - We are given proof, in the form of a Doctor's certification and evaluation (or other evidence), that the stay is appropriate because either:
    - You need Continual One-to-one Assistance in performing 3 or more Activities of Daily Living; or
    - You are dependent upon someone else for continual supervision because of Cognitive Impairment.

#### **All Levels of Care Covered**

Benefit payments will not change based on the level of care You receive during an Alternate Long-Term Care Facility stay.

#### **How Much We Pay**

We will pay the applicable Daily Benefit for each Day of Confinement after the Deductible (Elimination) Period. The Schedule shows the Daily Benefit for Alternate Long-Term Care Facility stays. It may be changed, over time by a Benefit Increases Option, if applicable. No payment will be made for any day for which a Nursing Home Benefit is payable.

#### **How Long Benefits Will Be Paid**

This Benefit will be paid for each Day of Confinement in an Alternate Long-Term Care Facility, after the Deductible (Elimination) Period, for as long as:

- the above conditions are met; and
- the Benefit Limit has not been reached; and
- the Covered Period of Confinement continues.

#### **Bed Reservation Feature**

If You become hospitalized during an Alternate Long-Term Care Facility stay and You are charged to reserve Your accommodations in the Alternate Long-Term Care Facility, We will:

- pay the same benefits; and
- give the same Deductible (Elimination) Period credit; that You would have received if You had stayed in the Alternate Long-Term Care Facility instead of a licensed hospital. We will do this for a total of 21 days of hospitalization (continuous or not) for a Covered Period of Confinement.

# Waiver Of Premium

## Benefit Conditions

We will waive premium payments on a month-to-month basis during extended Nursing Home and Alternate Long-Term Care Facility stays. The waiver begins after benefits have been paid under the Nursing Home and Alternate Long-Term Care Facility Benefits for 90 consecutive days. We will then:

- refund the pro rata premium paid for monthly periods beyond that for which the waiver begins; and
- waive the payment of premium for each coverage month which begins while You continue to receive uninterrupted Nursing Home or Alternate Facility Benefits.

This waiver of premium payment stops when You cease to receive Nursing Home or Alternate Facility Benefits. At the end of the period for which the last premium has been waived, You will be required to pay the pro rata premium needed to return the Policy to its previous premium payment mode. You must pay future premiums as they become due.

## Claims Information

This section tells You when to notify Us of a claim; what to send Us; how We pay claims; and other rights and responsibilities under the contract.

### Telling Us About a Claim

Early awareness by Our Claims Department will facilitate a timely review of Your claim. You can help Us in this process by letting Us know immediately when You first become disabled to the extent that You may soon need care covered by the Policy. Of course someone else who is authorized to act on Your behalf can also contact Us for You.

**Notice of Claim:** We must be told when You have a claim for benefits. The notice can be given to Us at Our Home Office or to Our representative. It must be received within 30 days of the date the covered loss starts, or as soon as reasonably possible. Include in the notice at least: Your name; Your Policy Number; and an address to which the claim form should be sent.

### How to File a Claim

**Claim Forms:** When We get notice of Your claim We will send out a claim form to be used to file proof of loss.

The claim form has instructions on how to fill it out and where to send it. Please read the form carefully. Answer all questions and send all required information to the address on the form. This will assist Us in the evaluation of Your claim so that We can determine the benefits for which you are eligible.

If You or Your representative do not get the claim form within 15 days, proof of loss can be filed without it by sending Us a letter which describes the occurrence, the character and the extent of the loss for which claim is made. That letter must be sent to Us at Our Home Office within the time period stated in the next paragraph. As a minimum, the description should tell Us such things as: Your name and address; the care for which You are claiming benefits; the names and addresses of the medical professionals and care providers who are aware of Your condition or have provided care covered by the Policy; and the periods for which You are claiming benefits.

### When to File a Claim

**Proofs of Loss:** We must get written proof of loss within 120 days after the end of each month for which benefits may be payable. If it was not reasonably possible to give Us written proof in the time required, We shall not reduce or deny a claim for being late if the proof is filed as soon as reasonably possible. Unless the claimant is not legally capable, the required proof must always be given to Us no later than 1 year from the time specified.

## **Our Evaluation Criteria and Claims Payment Process**

**How We Determine When Proof of Loss is Satisfactory:** We will work with You, Your Doctor and other care givers to obtain information about: Your state of health; and the degree to which You need care for injury or sickness, assistance in performing Activities of Daily Living, or cognitive impairment. We will then make an objective review of that information to determine whether You qualify for benefits. We reserve the right, as part of the review, to do a face-to-face assessment or to require You to take a physical examination paid for by Us. Similar reviews may be required, at reasonable intervals, to determine Your eligibility for continued benefits. We may use an outside service to assist in evaluating Your condition; but any decision will be made by Us based on consistently applied, reasonable standards that are administered in a manner consistent with Our established claims administration procedures.

**Physical Examinations:** As part of Our evaluation of Your claim, We have the right to require a medical exam when a claim is made and at reasonable intervals while You are claiming continued benefits. If an exam is required, You will not have to pay for it.

**Time of Payment of Claim:** After We receive the proper written proof of loss, We will pay any benefits then due: (1) monthly, when the loss is expected to result in on-going benefits; and (2) immediately, when Our liability has ended.

**Payment of Claims:** All benefits will be paid to You. Any benefits unpaid at Your death will be paid to Your estate. If benefits are payable to Your estate, We may pay benefits up to \$1,000 to someone related to You by blood or marriage who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

## **How to Appeal A Claim**

You will be informed by Us in writing if a claim, or any part of a claim, is denied.

**Appeal Process:** If You believe that Our claim decision is in error, We will reconsider Your claim. You must send Us a brief note (no special form needed) that tells Us why You feel We should change Our decision. You may authorize someone else to act for You in this appeal process.

The note should include the names, addresses and phone numbers of any of the following providers who You think We should contact to learn more about Your health and the care You received: the Doctors and other health care professionals who treated You; and the facilities from which You received care or treatment.

We will act promptly on Your request. Once We complete Our review, We will immediately tell You Our decision in writing with Our reasons stated clearly. We will pay any benefits then due as a result of Our reconsideration.

**Legal Actions:** You cannot sue on Your claim before 60 days after written proof of loss has been given as required by this Policy. You cannot sue after 3 years from the time written proof of loss is required to be given.

## Effective Date And Premium Payment Provisions

This section tells You such things as: when the Policy becomes effective; how and when to pay premiums; the importance of paying premiums on time; and what happens if premiums are not paid on time.

### The Policy Taking Effect

Effective Date and Consideration: This Policy is issued based on: the statements made in Your application; and, payment of the First Premium shown in the Schedule. It takes effect on the Effective Date shown in the Schedule; provided the First Premium is paid.

### Your Right to Cancel the Policy at Any Time

You may cancel Your Policy at any time by sending Us written notice. Your Policy will be canceled as of the date We receive the notice, or the later date stated in Your notice. We will promptly return the unearned portion of any premium paid. The cancellation will not prejudice any claim for any uninterrupted institutional confinement that begins before the effective date of the cancellation.

### Refund of Premium Paid Beyond Your Death

If You die while insured under this Policy, We will refund the pro rata portion of any premium paid for a period after Your death. The refund will be made within 30 days of Our receipt of written proof of Your death and will be payable to Your estate.

### Paying Premiums

The Premium Mode shown in the Schedule states how often premiums are to be paid. Your first premium is due as of the Policy Date as shown in the Schedule. Each premium after the first is due at the end of the period for which the prior premium was paid.

### What Happens When Premiums are Not Paid

Grace Period: This Policy has a 31 day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31 days. The Policy will stay in force during the grace period. If the premium is not paid during the grace period, the Policy will terminate at the end of the grace period. This is called a lapse. Lapse will not affect any continuing claim that begins before the Policy terminates.

Extension of Benefits: Termination of this Policy will not affect any claim for uninterrupted institutional confinement that begins while the Policy is in force and continues beyond the date of termination. This extension of benefits, beyond the period the Policy was in force, is limited to the unexpired duration of the Benefit Limit; and will be subject to the Deductible (Elimination) Period and all other applicable provisions of the Policy. For the purposes of this provision, an uninterrupted institutional confinement will include: being transferred to another Nursing Home or Alternate Long-Term Care Facility; receiving another level of care in the same facility; and transferring back to a Nursing Home or Alternate Long-Term Care Facility from a temporary or acute hospitalization.

**Reinstatement:** Once this Policy lapses, We may or may not put it back in force (reinstatement) at Our option. An acceptance of late premium by Us (or by Our representative, if authorized to accept payment) without requiring an application for reinstatement will reinstate this Policy.

If We or Our representative require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be reinstated as of the approval date. If We do not give You prior written notice of Our disapproval, the Policy will be reinstated on the 45th day after the date of the conditional receipt.

The reinstated Policy will cover only losses that begin after the date of reinstatement. In all other respects Your rights and Our rights will remain the same; subject to any provisions noted on or attached to the reinstated Policy.

Any premiums We accept for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

**Unpaid Premiums:** When a claim is paid, any premium due and unpaid will be deducted from the claim payment.

### **Continuation for Alzheimer's Disease and Other Forms of Cognitive Impairment**

**Continuation Provisions:** If Your Policy terminates for any reason before Your benefits have been exhausted, We will provide a continuation of coverage; provided We receive the following within 9 months after the termination date:

- proof, in the form of a Doctor's certification, that You have Cognitive Impairment (including but not limited to Alzheimer's disease); and
- payment of all past-due premiums for the Policy and all Riders that were in force immediately prior to the date of lapse.

This continuation will provide uninterrupted coverage to the same extent that the Policy and all Riders in force immediately prior to the termination date would have provided if they had not terminated. If You become eligible for benefits during the continuation period, they will be payable; subject to any applicable deductible (elimination) periods, maximum payment periods and all other provisions of the Policy and its Riders.

**PLEASE KEEP THIS POLICY IN A SAFE PLACE WITH YOUR OTHER  
IMPORTANT DOCUMENTS.**

## **Long-Term Care Insurance Nursing Home Indemnity Policy**

- THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE.
- WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS.
- THIS POLICY IS NON-PARTICIPATING (Does not pay dividends)

**IDS Life Insurance Company  
IDS Tower 10  
Minneapolis, Minnesota 55440**

IDS Life Insurance Company  
IDS Tower 10  
Minneapolis, Minnesota 55440

This policy is intended to be a Qualified Long-Term Care Insurance Contract under section 7702B(b) of the Internal Revenue Code of 1986.

## Long-Term Care Insurance Nursing Home Indemnity Policy

Insured: John Q. Doe Policy Number: 9100-1234567

We at IDS Life Insurance Company are pleased to issue this Insurance Policy to You. This Policy has many important features. We urge You to read it carefully.

- THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE
- WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS
- THIS POLICY IS NON-PARTICIPATING (Does not pay dividends)

All You have to do to keep this Policy in force until benefits have been exhausted is to pay premiums on time. We cannot cancel or refuse to renew this Policy. Your premiums will not increase due to a change in Your age or the deterioration of Your mental or physical health. We can, however, change Your premiums based on Your premium class; but only if We change the premiums for all similar policies issued in Your state on the same form as this Policy. Premium changes will only be made as of an anniversary of the Policy Date. We must give You at least 31 days written notice before We change Your premiums.

### 30 DAY RIGHT TO EXAMINE YOUR POLICY

You have 30 days from the day You receive this Policy to examine and return it to Us if You decide not to keep it. You do not have to tell Us Your reason for returning the Policy. Simply return it to Us or Our representative within 30 days after You receive it. We will refund the full amount of any premium paid; and the Policy will be void from the start.

### CAUTION ABOUT APPLICATION ANSWERS

The issuance of this Policy is based upon Your responses to questions on Your application. A copy of Your application is enclosed. If Your answers are incorrect or untrue, We have the right to deny benefits or rescind coverage. The best time to clear up any questions is now, before a claim arises! If for any reason, any of Your answers are incorrect, contact Us at Our Home Office. Our address is: IDS Tower 10, Minneapolis, Minnesota 55440.

Signed for and issued by IDS Life Insurance Company in Minneapolis, Minnesota, as of the Policy Date.

President:



Secretary:



**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY:** If You are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from Us.

**NOTICE TO BUYER:** This policy may not cover all the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all policy limitations.

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Any appropriate Riders, Endorsements, Notices and other papers	Attached

# Basic Contract Provisions

This section tells You: the documents which state all of the contractual agreements; the importance of completing Your application truthfully; and other basic rights, obligations and features.

## The Contract

**Entire Contract; Changes:** The entire contract between You and Us is as stated in this Policy, Your application and any attached papers. No change in this Policy will be effective until approved by one of Our officers. That approval must be noted on or attached to this Policy. None of Our representatives or other persons may change this Policy or waive any of its provisions.

## Contesting Coverage

### Time Limit on Certain Defenses:

**(a) Misstatements in Your Application:** During the first 6 months the Policy is in force, We may rescind (void) the Policy or deny an otherwise valid claim upon a showing of misrepresentation that is material to the acceptance of You for coverage.

While the Policy has been in force for at least 6 months but less than 2 years, We may rescind the Policy or deny an otherwise valid claim upon a showing of misrepresentation that is material to the acceptance of You for coverage; and pertinent to the conditions for which benefits are sought.

After the Policy has been in force for 2 years, it will not be contestable upon the grounds of misrepresentation alone; and may be contested only upon a showing that You knowingly and intentionally misrepresented relevant facts relating to Your health. If We pay any benefits under this Policy, the benefit payments will not be recovered by Us in the event the Policy is rescinded.

**(b) Pre-Existing Conditions:** Except as provided for misstatements in Your application, We will not reduce or deny any claim under this Policy because a sickness or physical or medical condition had existed before the Policy Date.

## Other Provisions

**Misstatement of Age:** Your age may have been misstated in Your application. In that case, We will pay the benefits that the premiums You have paid would have purchased at Your true age. If, based on Your true age, the Policy would not have become effective, We will only be liable for the refund of all premiums paid for this Policy.

**Conformity with State Statutes:** If this Policy does not comply with the laws of the state in which You reside on the Effective Date, We will treat it as if it had been changed to comply with those laws.

**Time Periods:** All time periods begin and end at 12:01 a.m. Standard Time at Your residence.

**Non-Participating; Dividends Not Payable:** This Policy does not participate in Our profits or surplus earnings and no dividends will be paid at any time.

**Conformity with Internal Revenue Code:** It is intended that the Policy be a qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986. If on its effective date, it does not comply with the requirements of that section, it will be treated as if it had been changed to comply with those requirements.

# Glossary Of Important Terms

This section gives the meaning of special words and phrases used in the Policy. In addition, the terms **Benefit Limit**, **Daily Benefit** and **Deductible (Elimination) Period** appear in the Schedule and are more fully described in the **Benefit Provisions**. To help You recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

## Activities of Daily Living (ADLs)

The following six (6) basic functions are the **Activities of Daily Living**:

- Bathing:** Your ability to wash Yourself in the tub, shower or by sponge bath.
- Continence:** Your ability to control bowel and bladder function voluntarily; and to maintain a reasonable level of personal hygiene when you are not able to control those functions.
- Dressing:** Your ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn and to fasten and unfasten them.
- Feeding:** Your ability to get nourishment into Your body by any means once it has been prepared and made available to You.
- Toileting:** Your ability to go to and from the toilet and maintain a reasonable level of personal hygiene. This includes getting on and off the toilet and caring for clothing.
- Transferring:** Your ability to move in and out of a chair, bed, or wheelchair.

## Alternate Long-Term Care Facility

A facility that is engaged primarily in providing ongoing care and related services to at least 10 inpatients in one location and meets all of the following criteria:

- It provides 24 hour a day care and services sufficient to support needs resulting from inability to perform **Activities of Daily Living** or **Cognitive Impairment**; and
- Has an awake, trained and ready to respond employee on duty at all times to provide that care; and
- Provides 3 meals a day and accommodates special dietary needs; and
- Is licensed by the appropriate licensing agency (if any) to provide such care; and
- Has formal arrangements for the services of a Doctor or Nurse to furnish medical care in case of emergency; and
- Has appropriate methods and procedures for handling and administering drugs and biologicals.

**NOTE:** These requirements are typically met by assisted living facilities that are either free standing facilities or part of a life care community. They may also be met by some personal care and adult congregate care facilities. They are generally **NOT** met by: individual residences; or independent living units.

## **Cognitive Impairment**

**Deterioration or loss in Your intellectual capacity as measured by clinical evidence and standardized tests that reliably measure Your impairment in the areas of:**

- **Your short or long term memory;**
- **Your orientation as to person (such as who You and others are), place (such as Your location) and time (such as day, date and year); and**
- **Your deductive or abstract reasoning.**

**Coverage is provided for Alzheimer's Disease and similar forms of senility and irreversible dementia that result in Cognitive Impairment.**

## **Doctor**

**Someone, other than a Nurse, who is legally qualified and licensed to practice medicine and is operating within the scope of that license. The term "Doctor" does NOT include: You or a member of Your immediate family; anyone who normally resides in Your home or residence; or anyone who has an ownership interest in, or is an employee of, any facility in which You stay.**

## **Immediate Family**

**Your spouse and the following relatives of You and Your spouse: Parents; grandparents; brothers; sisters; children and grandchildren.**

## **Licensed Health Care Practitioner**

**Any of the following who is not a member of the Immediate Family:**

- **a physician (as defined in section 1861(r)(1) of the Social Security Act);**
- **a registered professional nurse;**
- **a licensed social worker; or**
- **any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.**

## **Nurse**

**Someone who is licensed as: a Registered Graduate Nurse (RN); or a Licensed Practical Nurse (LPN); or a Licensed Vocational Nurse (LVN). The term "Nurse" does NOT include: You; a member of Your immediate family; or anyone who normally resides in Your home or residence.**

## **Nursing Home**

**A facility or distinctly separate part of a hospital or other institution which is operating pursuant to law and is licensed by the appropriate licensing agency to provide, in addition to room and board accommodations, skilled nursing care and related services to inpatients under the supervision of a duly licensed physician; and**

- **provides continuous 24 hour a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.); and**
- **is approved for payment of Medicare benefits or is qualified to receive such approval, if so requested; and**
- **maintains a daily medical record of each patient.**

**NOTE: The above requirements are generally NOT met by: Alternate Long-Term Care Facilities; rehabilitation hospitals; rest homes; homes for the aged; sheltered living accommodations; residence homes; or independent living units.**

## **Policy Date**

**Your Policy Date is shown in the Schedule. It is the date used to determine policy anniversaries, policy years, and premium due dates.**

## **Qualified Long-Term Care Services**

**Qualified Long-Term Care Services are the necessary diagnostic, preventative, therapeutic, curing, treating, mitigating, and rehabilitative services and maintenance or personal care services which (a) are required by a chronically ill individual, and (b) are provided pursuant to a plan of care prescribed by a licensed health care practitioner.**

## **We, Us, Our**

**IDS Life Insurance Company, A Stock Company.**

## **You, Your**

**The Insured named in the Schedule.**

## **Exclusions And Limitations**

**This section states the conditions under which payment will not be made even if You otherwise qualify for benefits.**

### **What's Not Covered**

**The policy will not pay benefits for anything:**

- Provided by a member of Your Immediate Family.**
- For which no charge is made in the absence of insurance.**
- Provided outside of the United States of America or its possessions.**
- Provided in a Veteran's Administration or federal government facility; unless You or Your estate are charged for the services or confinement.**
- That results from war or act of war, whether declared or not.**
- That results from an attempt at suicide or an intentionally self-inflicted injury.**

# Confinement Benefits Provisions

This section describes the coverage available when You are confined in a Nursing Home or Alternate Long-Term Care Facility. It has some important definitions and then tells You how to qualify for benefits; how much will be paid; and how long benefits will be paid.

## The Benefit Limit and How it Works

The Benefit Limit is the combined maximum number of days for which You will be paid under the Nursing Home and Alternate Facility Benefits. The Schedule shows the number of days in the Benefit Limit. This is a lifetime limit for all Your Nursing Home and Alternate Facility Benefits. If the Schedule shows that this maximum is "Unlimited", there is no lifetime limit on the number of days for which these Benefits may be paid.

## The Deductible (Elimination) Period and How It Works

The Deductible (Elimination) Period is the number of consecutive days of Confinement needed to qualify for these Benefits. (We will consider Days of Confinement to be consecutive even when they are interrupted by days during which You are confined in a duly licensed hospital.) The Schedule shows the Deductible (Elimination) Period. You will not be paid benefits for the Deductible (Elimination) Period.

Only one Deductible (Elimination) Period applies to all Nursing Home and Alternate Long-Term Care Facility stays for a Covered Period of Confinement.

## Day of Confinement

A Day of Confinement is each day You are confined as an inpatient in a Nursing Home or Alternate Long-Term Care Facility for which a full day's room and board or subsistence charge is made.

## Covered Period of Confinement

A Covered Period of Confinement begins immediately after You have satisfied the Deductible (Elimination) Period. It continues as long as, for the same or related cause or causes, You;

- remain in the same Nursing Home or Alternate Long-Term Care Facility;
- transfer to another Nursing Home or Alternate Long-Term Care Facility; or
- leave and return to a Nursing Home or Alternate Long-Term Care Facility before the Covered Period of Confinement ends.

A Covered Period of Confinement ends when 180 consecutive days elapse during which You are not eligible for payment under either; the Nursing Home Benefit; or the Alternate Facility Benefit. We will not count as part of that 180 consecutive days, any days You are confined in a duly licensed hospital.

Only one Deductible (Elimination) Period needs to be satisfied for each Covered Period of Confinement.

# Nursing Home Benefit

We will pay a benefit for each Day of Confinement, after the Deductible (Elimination) Period, while You are confined in a Nursing Home during a Covered Period of Confinement. Benefit payments are subject to the provisions stated below.

## LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

### Covered Nursing Home Stays

- A Day of Confinement during a Nursing Home stay is covered by the Policy when:
- You are confined as an overnight resident inpatient in a Nursing Home; and
  - A room and board or subsistence charge is made for the day; and
  - The stay occurs during a Covered Period of Confinement that starts while the Policy is in force; and
  - We are given proof in the form of a certification and written plan of care prepared and signed by a Licensed Health Care Practitioner, that the stay is appropriate because of Your:
    - (a) - Being unable to perform without substantial assistance from another individual, 3 or more Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
    - (b) - Requiring substantial supervision to protect You from threats to health and safety due to severe Cognitive Impairment; or
    - (c) - Having a level of disability similar (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services) to the level of disability described in clause (a).

A written plan of care is a document prepared and signed by a Licensed Health Care Practitioner specifying the long-term care service, type of care, treatment or procedure that is consistent with an assessment of Your ability to perform the Activities of Daily Living or to perform basic cognitive functions appropriately.

In addition to the above, we must receive proof that, within the preceding 12 month period, a Licensed Health Care Practitioner has certified that You meet the requirements of (a), (b), or (c) above.

### All Levels of Care Covered

Benefit payments will not change based on the level of care You receive during a Nursing Home stay.

### How Much We Pay

We will pay the applicable Daily Benefit for each Day of Confinement after the Deductible (Elimination) Period. The Schedule shows the Daily Benefit for Nursing Home stays. It may be changed, over time, by a Benefit Increases Option, if applicable.

### How Long Benefits Will Be Paid

This Benefit will be paid for each Day of Confinement in a Nursing Home, after the Deductible (Elimination) Period, for as long as:

- the above conditions are met; and
- the Benefit Limit has not been reached; and
- the Covered Period of Confinement continues.

## Bed Reservation Feature

If You become hospitalized during a Nursing Home stay and You are charged to reserve Your accommodations in the Nursing Home, We will:

- pay the same benefits; and
- give the same Deductible (Elimination) Period credit; that You would have received if You had stayed in the Nursing Home instead of a licensed hospital. We will do this for a total of 21 days of hospitalization (continuous or not) for a Covered Period of Confinement.

## Alternate Facility Benefit

We will pay a benefit for each Day of Confinement, after the Deductible (Elimination) Period, while You are confined in an Alternate Long-Term Care Facility during a Covered Period of Confinement. Benefit payments are subject to the provisions stated below.

### LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

#### Covered Alternate Long-Term Care Facility Stays

A Day of Confinement during an Alternate Long-Term Care Facility stay is covered by the Policy when:

- You are confined as an overnight resident inpatient in an Alternate Long-Term Care Facility; and
- A room and board or subsistence charge is made for the day; and
- The stay occurs during a Covered Period of Confinement that starts while the Policy is in force; and
- We are given proof in the form of a certification and written plan of care prepared and signed by a Licensed Health Care Practitioner, that the stay is appropriate because of Your:
  - (a) - Being unable to perform without substantial assistance from another individual, 3 or more Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
  - (b) - Requiring substantial supervision to protect You from threats to health and safety due to severe Cognitive Impairment; or
  - (c) - Having a level of disability similar (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services) to the level of disability described in clause (a).

A written plan of care is a document prepared and signed by a Licensed Health Care Practitioner specifying the long-term care service, type of care, treatment or procedure that is consistent with an assessment of Your ability to perform the Activities of Daily Living or to perform basic cognitive functions appropriately.

In addition to the above, we must receive proof that, within the preceding 12 month period, a Licensed Health Care Practitioner has certified that You meet the requirements of (a), (b), or (c) above.

#### All Levels of Care Covered

Benefit payments will not change based on the level of care You receive during an Alternate Long-Term Care Facility stay.

## **How Much We Pay**

**We will pay the applicable Daily Benefit for each Day of Confinement after the Deductible (Elimination) Period. The Schedule shows the Daily Benefit for Alternate Long-Term Care Facility stays. It may be changed, over time by a Benefit Increases Option, if applicable. No payment will be made for any day for which a Nursing Home Benefit is payable.**

## **How Long Benefits Will Be Paid**

**This Benefit will be paid for each Day of Confinement in an Alternate Long-Term Care Facility, after the Deductible (Elimination) Period, for as long as:**

- the above conditions are met; and**
- the Benefit Limit has not been reached; and**
- the Covered Period of Confinement continues.**

## **Bed Reservation Feature**

**If You become hospitalized during an Alternate Long-Term Care Facility stay and You are charged to reserve Your accommodations in the Alternate Long-Term Care Facility, We will:**

- pay the same benefits; and**
  - give the same Deductible (Elimination) Period credit;**
- that You would have received if You had stayed in the Alternate Long-Term Care Facility instead of a licensed hospital. We will do this for a total of 21 days of hospitalization (continuous or not) for a Covered Period of Confinement.**

## **Waiver Of Premium**

### **Benefit Conditions**

**We will waive premium payments on a month-to-month basis during extended Nursing Home and Alternate Long-Term Care Facility stays. The waiver begins after benefits have been paid under the Nursing Home and Alternate Long-Term Care Facility Benefits for 90 consecutive days. We will then:**

- refund the pro rata premium paid for monthly periods beyond that for which the waiver begins; and**
- waive the payment of premium for each coverage month which begins while You continue to receive uninterrupted Nursing Home or Alternate Facility Benefits.**

**This waiver of premium payment stops when You cease to receive Nursing Home or Alternate Facility Benefits. At the end of the period for which the last premium has been waived, You will be required to pay the pro rata premium needed to return the Policy to its previous premium payment mode. You must pay future premiums as they become due.**

# Claims Information

This section tells You when to notify Us of a claim; what to send Us; how We pay claims; and other rights and responsibilities under the contract.

## Telling Us About a Claim

Early awareness by Our Claims Department will facilitate a timely review of Your claim. You can help Us in this process by letting Us know immediately when You first become disabled to the extent that You may soon need care covered by the Policy. Of course someone else who is authorized to act on Your behalf can also contact Us for You.

Notice of Claim: We must be told when You have a claim for benefits. The notice can be given to Us at Our Home Office or to Our representative. It must be received within 30 days of the date the covered loss starts, or as soon as reasonably possible. Include in the notice at least: Your name; Your Policy Number; and an address to which the claim form should be sent.

## How to File a Claim

Claim Forms: When We get notice of Your claim We will send out a claim form to be used to file proof of loss.

The claim form has instructions on how to fill it out and where to send it. Please read the form carefully. Answer all questions and send all required information to the address on the form. This will assist Us in the evaluation of Your claim so that We can determine the benefits for which you are eligible.

If You or Your representative do not get the claim form within 15 days, proof of loss can be filed without it by sending Us a letter which describes the occurrence, the character and the extent of the loss for which claim is made. That letter must be sent to Us at Our Home Office within the time period stated in the next paragraph. As a minimum, the description should tell Us such things as: Your name and address; the care for which You are claiming benefits; the names and addresses of the medical professionals and care providers who are aware of Your condition or have provided care covered by the Policy; and the periods for which You are claiming benefits.

## When to File a Claim

Proofs of Loss: We must get written proof of loss within 120 days after the end of each month for which benefits may be payable. If it was not reasonably possible to give Us written proof in the time required, We shall not reduce or deny a claim for being late if the proof is filed as soon as reasonably possible. Unless the claimant is not legally capable, the required proof must always be given to Us no later than 1 year from the time specified.

## **Our Evaluation Criteria and Claims Payment Process**

**How We Determine When Proof of Loss is Satisfactory:** We will work with You, Your Doctor and other care givers to obtain information about: Your state of health; and the degree to which You need care for injury or sickness, assistance in performing Activities of Daily Living, or cognitive impairment. We will then make an objective review of that information to determine whether You qualify for benefits. We reserve the right, as part of the review, to do a face-to-face assessment or to require You to take a physical examination paid for by Us. Similar reviews may be required, at reasonable intervals, to determine Your eligibility for continued benefits. We may use an outside service to assist in evaluating Your condition.

**Physical Examinations:** As part of Our evaluation of Your claim, We have the right to require a medical exam when a claim is made and at reasonable intervals while You are claiming continued benefits. If an exam is required, You will not have to pay for it.

**Time of Payment of Claim:** After We receive the proper written proof of loss, We will pay any benefits then due: (1) monthly, when the loss is expected to result in on-going benefits; and (2) immediately, when Our liability has ended.

**Payment of Claims:** All benefits will be paid to You. Any benefits unpaid at Your death will be paid to Your estate. If benefits are payable to Your estate, We may pay benefits up to \$1,000 to someone related to You by blood or marriage who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

## **How to Appeal A Claim**

You will be informed by Us in writing if a claim, or any part of a claim, is denied.

**Appeal Process:** If You believe that Our claim decision is in error, We will reconsider Your claim. You must send Us a brief note (no special form needed) that tells Us why You feel We should change Our decision. You may authorize someone else to act for You in this appeal process.

The note should include the names, addresses and phone numbers of any of the following providers who You think We should contact to learn more about Your health and the care You received: the Doctors and other health care professionals who treated You; and the facilities from which You received care or treatment.

We will act promptly on Your request. Once We complete Our review, We will immediately tell You Our decision in writing with Our reasons stated clearly. We will pay any benefits then due as a result of Our reconsideration.

**Legal Actions:** You cannot sue on Your claim before 60 days after written proof of loss has been given as required by this Policy. You cannot sue after 3 years from the time written proof of loss is required to be given.

# Effective Date And Premium Payment Provisions

This section tells You such things as: when the Policy becomes effective; how and when to pay premiums; the importance of paying premiums on time; and what happens if premiums are not paid on time.

## The Policy Taking Effect

**Effective Date and Consideration:** This Policy is issued based on: the statements made in Your application; and, payment of the First Premium shown in the Schedule. It takes effect on the Effective Date shown in the Schedule; provided the First Premium is paid.

## Your Right to Cancel the Policy at Any Time

You may cancel Your Policy at any time by sending Us written notice. Your Policy will be canceled as of the date We receive the notice, or the later date stated in Your notice. We will promptly return the unearned portion of any premium paid. The cancellation will not prejudice any claim for any uninterrupted institutional confinement that begins before the effective date of the cancellation.

## Refund of Premium Paid Beyond Your Death

If You die while insured under this Policy, We will refund the pro rata portion of any premium paid for a period after Your death. The refund will be made within 30 days of Our receipt of written proof of Your death and will be payable to Your estate.

## Paying Premiums

The Premium Mode shown in the Schedule states how often premiums are to be paid. Your first premium is due as of the Policy Date as shown in the Schedule. Each premium after the first is due at the end of the period for which the prior premium was paid.

## What Happens When Premiums are Not Paid

**Grace Period:** This Policy has a 31 day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31 days. The Policy will stay in force during the grace period. If the premium is not paid during the grace period, the Policy will terminate at the end of the grace period. This is called a lapse. Lapse will not affect any continuing claim that begins before the Policy terminates.

**Extension of Benefits:** Termination of this Policy will not affect any claim for uninterrupted institutional confinement that begins while the Policy is in force and continues beyond the date of termination. This extension of benefits, beyond the period the Policy was in force, is limited to the unexpired duration of the Benefit Limit; and will be subject to the Deductible (Elimination) Period and all other applicable provisions of the Policy. For the purposes of this provision, an uninterrupted institutional confinement will include: being transferred to another Nursing Home or Alternate Long-Term Care Facility; receiving another level of care in the same facility; and transferring back to a Nursing Home or Alternate Long-Term Care Facility from a temporary or acute hospitalization.

**Reinstatement:** Once this Policy lapses, We may or may not put it back in force (reinstate) at Our option. An acceptance of late premium by Us (or by Our representative, if authorized to accept payment) without requiring an application for reinstatement will reinstate this Policy.

If We or Our representative require an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be reinstated as of the approval date. If We do not give You prior written notice of Our disapproval, the Policy will be reinstated on the 45th day after the date of the conditional receipt.

The reinstated Policy will cover only losses that begin after the date of reinstatement. In all other respects Your rights and Our rights will remain the same; subject to any provisions noted on or attached to the reinstated Policy.

Any premiums We accept for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

**Unpaid Premiums:** When a claim is paid, any premium due and unpaid will be deducted from the claim payment.

### **Continuation for Alzheimer's Disease and Other Forms of Cognitive or Functional Impairment:**

If Your policy lapses because premiums have not been paid by the end of the grace period and before Your benefits have been exhausted, We will provide a continuation of coverage. To be eligible for this continuation You must provide us with proof that beginning on or before the date of lapse and continuing without interruption, You:

- (a) Are unable to perform, without substantial assistance from another individual, 3 or more Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- (b) Require substantial supervision to protect You from threats to health and safety due to severe Cognitive Impairment; or
- (c) Have a level of disability similar (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services) to the level of disability described in clause (a).

The proof, in the form of a certification by a Licensed Health Care Practitioner, must specify that the above requirements have been met and must be provided to Us:

- within 5 months of the lapse date, when You are eligible for continuation because You have been functionally impaired; and
- within 9 months of the lapse date, when You are eligible for continuation because You have been cognitively impaired.

You must pay all past-due premiums for the Policy and all Riders that were in force immediately prior to the date of lapse.

This continuation will then provide uninterrupted coverage to the same extent that the Policy and all Riders in force immediately prior to the termination date would have provided if they had not terminated. If You become eligible for benefits during the continuation period, they will be payable; subject to any applicable deductible (elimination) periods, maximum payment periods and all other provisions of the Policy and its Riders.

**PLEASE KEEP THIS POLICY IN A SAFE PLACE WITH YOUR OTHER IMPORTANT DOCUMENTS.**

## **Long-Term Care Insurance Nursing Home Indemnity Policy**

- THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE.
- WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS.
- THIS POLICY IS NON-PARTICIPATING (Does not pay dividends)

**IDS Life Insurance Company  
IDS Tower 10  
Minneapolis, Minnesota 55440**

**SERFF Tracking #:**

AERS-129957668

**State Tracking #:**

AERS-129957668

**Company Tracking #:**

30225 2015

**State:**

Pennsylvania

**Filing Company:**

RiverSource Life Insurance Company

**TOI/Sub-TOI:**

LTC04I Individual Long Term Care - Nursing Home/LTC04I.001 Qualified

**Product Name:**

Long Term Care

**Project Name/Number:**

30225 1997RATES 2015/30225 1997RATES 2015

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
03/03/2015		Supporting Document	Policy forms	06/23/2015	30271.pdf 30270.pdf