



# Death Claim Statement for RiverSource Life of NY



This form is not eligible for electronic submission. Please mail signed original to Home Office.

Deceased's Client ID

001



- Each beneficiary must complete the Insurance and Annuity Death claim statement and return in its entirety to 70129 Ameriprise Financial Center, Minneapolis, MN 55474-9900.
- This claim cannot be processed until the completed Insurance and Annuity Death claim statement and all other information requested in the Initial Requirements Letter and any subsequent follow up letters have been received by RiverSource Life Insurance Co. of New York at the address listed above.
- There may be tax implications as a result of claiming a deferred annuity. Please consult your tax advisor prior to making a claim.
- The death settlement option selected is permanent. It cannot be changed or reversed after the claim is processed.

## Part 1 Deceased's Information

Deceased's Name

State of Residence

## Part 2 Beneficiary/Claimant Information



**USA PATRIOT Act Notice:** Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth, and other information that will allow us to verify your identity.



- When an Attorney-In-Fact is signing on behalf of the Beneficiary/Claimant, the completed Power of Attorney (eForms - Authorized Person) must be submitted with this form if it is not already on file with our office.
- If there is a Guardian/Conservator, a court order dated within the last 12 months must be submitted.

### A. Select Beneficiary/Claimant Type

Select one

- ☐ Individual ☐ Corporation/Organization ☐ Estate  
☐ Trust ☐ UGMA/UTMA/Minor Claimant

**B. Individual Beneficiary/Claimant Information (Signature required in Part 6)**

Client ID (if beneficiary/client is an Ameriprise client)

Name as it appears in Social Security Administration Records

Social Security Number

Relationship to Deceased in Part 1

Phone Number

Date of Birth

(MMDDYYYY)

Citizenship (Select One): ☐ U.S. Citizen ☐ Resident Alien ☐ Non-Resident Alien  
(complete IRS Form W-8BEN)Gender: ☐ Male ☐ Female

Physical Address Required (P.O. Box not accepted. Include mailing address if different from physical address)

We will update your address of record based on the information below.

City

State

ZIP Code

Mailing address if different from physical address

City

State

ZIP Code

Is the beneficiary/claimant a protected person? ☐ Yes ☐ No

Name of Custodian/Guardian

Social Security Number of Custodian/Guardian

Client ID of Custodian/Guardian

(If Custodian/Guardian is an Ameriprise Client)

Date of Birth of Custodian/Guardian

(MMDDYYYY)

Phone Number

Citizenship of Custodian/Guardian (Select One): ☐ U.S. Citizen ☐ Resident Alien ☐ Non-Resident Alien

Physical Address Custodian/Guardian Required (P.O. Box not accepted. Include mailing address if different from physical address): We will update your address of record based on the information below.

City

State

ZIP Code

Mailing address if different from physical address

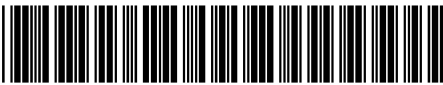
City

State

ZIP Code

**C. Trust (Signatures are required in Part 6)**

- **All trustee signatures must be notarized.**
- If the Tax Identification Number (TIN) provided is not specific to the Trust, mandatory withholding will apply.
- If there have been any amendment(s) including Trust Name and/or Date, please include a copy of the amended version for verification and proof of update.
- Each authorized signer who wishes to transact with or provide direction to RiverSource must sign this form. An authorized signer must be of legal age, a U.S. citizen or U.S. resident alien, and have a U.S. permanent address.



Name of Trust		TIN of Trust/Beneficiary/Claimant	
Name of Trustee		Client ID of Trust	Date of Trust
We will update your address of record based on the information below. <i>(If beneficiary/claimant is an Ameriprise Client)</i>			Phone Number <i>(MMDDYYYY)</i>
Physical Address Required (P.O. Box not accepted. Include mailing address if different than physical address.):			
City	State	ZIP Code	
Mailing Address			
City	State	ZIP Code	

**Trust Information**

State of:

What state was the trust created in? Is the trust revocable or irrevocable? ☐ Revocable ☐ Irrevocable Grantor Trust ☐ Irrevocable Non-Grantor Trust**Grantor Information (Revocable Trusts and Irrevocable Grantor Trusts using an SSN)**How many grantor(s) are named? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Provide client ID for the taxpayer/grantor of the trust. Remaining grantors provide name only.

Grantor/Taxpayer First Name	MI	Last Name	Client ID	Social Security Number
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Is this grantor also a Trustee? ☐ Yes ☐ NoIs this grantor incapacitated or deceased? ☐ Yes ☐ No

Grantor First Name	MI	Last Name
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Is this grantor also a Trustee? ☐ Yes ☐ NoIs this grantor incapacitated or deceased? ☐ Yes ☐ No**Trustee Information**

If the trustee has an Ameriprise Financial client ID, only their name and client ID fields are required to be completed in this section. If the trustee does not have a client ID, all fields must be completed.

How many trustee(s) are named? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5If more than one trustee is named, can all trustees act independently? ☐ Yes ☐ NoIf the trustees are not able to act independently, how many trustees must work together to transact business? 

If selections are not made, the default is for all trustees to sign.

Trustee First Name	MI	Last Name	Client ID (if Trustee is an Ameriprise client)	Social Security Number
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Address City State ZIP Code Date of Birth (MMDDYYYY) Country of Citizenship

Phone Number

Trustee First Name MI Last Name Client ID (if Trustee is an Ameriprise client) Social Security Number

Address City State ZIP Code Date of Birth (MMDDYYYY) Country of Citizenship

Phone Number

#### D. Estate (Signatures are required in Part 6)



- Please provide certified letters of appointment/testamentary. If the Tax Identification Number provided is not specific to the Estate, mandatory withholding will apply.
- Each authorized signer who wishes to transact with or provide direction to RiverSource must sign this form. An authorized signer must be of legal age, a U.S. citizen or U.S. resident alien, and have a U.S. permanent address.

Name of Estate Taxpayer Identification Number of Estate Client ID of Estate  
(If beneficiary/claimant is an Ameriprise Client)

Name of Personal Representative/Executor Social Security Number of Representative/Executor Date of Birth  
(MMDDYYYY)

We will update your address of record based on the information below.  
Physical Address Required (P.O. Box not accepted. Include mailing address if different than physical address.): Phone Number

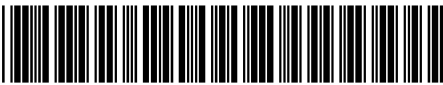
City State ZIP Code

Mailing Address  
City State ZIP Code

#### E. Corporation/Organization Beneficiary/Claimant (Signatures are required in Part 6.)



- Please provide a copy of a Government Issued Business License or Articles of Incorporation.
- Each authorized signer who wishes to transact with or provide direction to RiverSource must sign this form. An authorized signer must be of legal age, a U.S. citizen or U.S. resident alien, and have a U.S. permanent address.
- Partnership: Please provide a copy of the partnership agreement.



Name of Organization Taxpayer Identification Number of Beneficiary/Claimant

Name of Officer

Client ID of Corporation or Organization

Date of Birth

(If beneficiary/claimant is an Ameriprise Client)

(MMDDYYYY)

We will update your address of record based on the information below.

Physical Address Required (P.O. Box not accepted. Include mailing address if different than physical address.): Phone Number

City

State

ZIP Code

Mailing Address

City

State

ZIP Code

### Authorized Signer(s) Information

- If the authorized signer has an Ameriprise Financial client ID only the name and client ID fields are required in this section. If the authorized signer does not have a client ID, all fields must be completed.

How many authorized signers will be named? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

If more than one authorized signer is named, can all authorized signers act independently? ☐ Yes ☐ No

**If no selection is made, the default is to act independently.**

If each authorized signer cannot act independently, all authorized signers are required to sign.

Authorized Signer First MI Last Client ID Social Security Number

Physical Address

City

State

ZIP Code

Phone Number

Gender

☐ Male

☐ Female

Date of Birth (MMDDYYYY)

Country of Citizenship

Authorized Signer First

MI

Last

Client ID

Social Security Number

Physical Address

City

State

ZIP Code

Phone Number

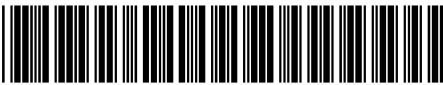
Gender

☐ Male

☐ Female

Date of Birth (MMDDYYYY)

Country of Citizenship

**F. UGMA/UTMA/Minor Claimant**

Name of Minor	Date of Birth of Minor	Social Security Number of Minor
<div></div>		
Name of Custodian/Guardian	Client ID of Custodian/Guardian	
<div></div>		
UGMA/UTMA State	<small>(If custodian/guardian is an Ameriprise Client)</small>	
	Custodian/Guardian Social Security Number	Custodian/Guardian Date of Birth
		<div></div>
Citizenship of Minor (Select One): <input type="radio"/> U.S. Citizen <input type="radio"/> Resident Alien <input type="radio"/> Non-Resident Alien		Phone Number <small>(MMDDYYYY)</small>
		<div></div>
We will update your address of record based on the information below.		
Physical Address of Minor Required (P.O. Box not accepted. Include mailing address if different from physical address):		
<div></div>		
City	State	ZIP Code
<div></div>	<div></div>	<div></div>
Mailing Address		
<div></div>		
City	State	ZIP Code
<div></div>	<div></div>	<div></div>
Citizenship of Custodian/Guardian (Select One): <input type="radio"/> U.S. Citizen <input type="radio"/> Resident Alien <input type="radio"/> Non-Resident Alien		UGMA/UTMA State
		<div></div>
		<small>(complete IRS Form W-8BEN)</small>
Physical Address of Custodian/Guardian Required (P.O. Box not accepted. Include mailing address if different from physical address):		
We will update your address of record based on the information below.		
<div></div>		
City	State	ZIP Code
<div></div>	<div></div>	<div></div>
Mailing Address		
<div></div>		
City	State	ZIP Code
<div></div>	<div></div>	<div></div>

**Part 3 Settlement Instructions**

Product and tax qualification type of account being settled (Select all that apply):

☐ Life Insurance ☐ Nonqualified Deferred Annuities ☐ Qualified Deferred Annuities ☐ Payout Annuities ☐ Inherited Nonqualified Stretch Annuities

**Part 3A Life Insurance Policies**

This section is used to elect a mode of settlement for life insurance policies that begin with 9700 or 9790.

- If the settlement option or destination information is blank, incomplete or incorrect, we reserve the right to issue a check payable to the beneficiary.

**Policy 1**

Policy Number:

Policy Number	Admin Code

**1. For all products except RiverSource Income Protection Life Insurance policies, select from below. Percents must total 100%.**

**Distribute my portion of the death benefits and deliver the proceeds as follows:** Combinations of the following can be elected by indicating the percent of the beneficiary/claimant's share to be allocated to each option in front of that option.

- ☐  % Check to beneficiary/claimant to be mailed to the address provided in Part 2.
- ☐  % Transfer to a new or existing RiverSource Life Insurance Product or Ameriprise Financial Services Investment.
- %  Account or Policy Number:
- %  Account or Policy Number:
- An account number under the name of the beneficiary must be established before submitting this form. This claim cannot be processed without the account number.
- ☐  % Annuitize and establish a periodic payment plan or hold at interest . Attach **Form 113730** to provide required information for this option.

**2. RiverSource Income Protection Life Insurance claims only, select from the following options:**

RiverSource Income Protection Life Insurance contracts provide a monthly benefit payment in the form of an Annuity or you may choose to commute the benefit to a lump sum (please refer to your contract for additional details). A check will be issued for lump sum payments.

- ☐ Commute Benefit-lump sum payment in form of check.
- ☐ Annuitization: Attach Form 113730 to provide required information including a birth certificate when required.

**Policy 2**

Policy Number:

Policy Number	Admin Code

**1. For all products except RiverSource Income Protection Life Insurance policies, select from below. Percents must total 100%.**

**Distribute my portion of the death benefits and deliver the proceeds as follows:** Combinations of the following can be elected by indicating the percent of the beneficiary/claimant's share to be allocated to each option in front of that option.

- ☐  % Check to beneficiary/claimant to be mailed to the address provided in Part 2.
- ☐  % Transfer to a new or existing RiverSource Life Insurance Product or Ameriprise Financial Services Investment.
- %  Account or Policy Number:
- %  Account or Policy Number:
- An account number under the name of the beneficiary must be established before submitting this form. This claim cannot be processed without the account number.
- ☐  % Annuitize and establish a periodic payment plan or hold at interest . Attach **Form 113730** to provide required information for this option.

**2. RiverSource Income Protection Life Insurance claims only, select from the following options:**

RiverSource Income Protection Life Insurance contracts provide a monthly benefit payment in the form of an Annuity or you may choose to commute the benefit to a lump sum (please refer to your contract for additional details). A check will be issued for lump sum payments.

- ☐ Commute Benefit-lump sum payment in form of check.
- ☐ Annuitization: Attach Form 113730 to provide required information including a birth certificate when required.

**Part 3B Nonqualified Deferred Annuity Contract(s)**

- i** This section is used to elect a mode of settlement for nonqualified deferred annuity contracts. Please verify the status and type of contract before completing this section.
- Annuitization and inherited nonqualified stretch are only available to you within 11 months of the decedent's date of death.
  - Inherited nonqualified stretch annuities are only available to natural persons (not available for trusts, estates, UTMA/UGMA, custodians/guardianships, etc.).
  - **An account number is required when transferring the annuity death benefit proceeds to another RiverSource Life Insurance Company product or an Ameriprise investment.** This claim cannot be processed without the account number. The proceeds will remain invested with the current annuity allocation until we receive the new account number.
  - There may be tax implications as a result of claiming a deferred annuity. Consult your tax advisor prior to making a claim.

**Contract 1**

Contract Number:

Contract Number	Admin Code

Select from below. Percents must total 100%.

- i** Combinations of the following may be elected by indicating the percent of the beneficiary/claimant's share to be allocated to each option in front of that option. Certain options noted below are not eligible to be combined.

- ☐ 100% Transfer to a new *RiverSource* inherited nonqualified stretch annuity - Contract number:   
*Please work with an Ameriprise advisor to set up a new RiverSource annuity*
- ☐  % Check to beneficiary/claimant to be mailed to the address provided in Part 2.
- ☐  % Transfer to a new or existing RiverSource Life Insurance Product or Ameriprise Financial Services Investment.  
%  Account or Contract Number:   
%  Account or Contract Number:
- ☐  % Annuitize and establish a periodic payment plan. Attach **Form 113730** to provide required information for this option.
- ☐  % Transfer to an inherited nonqualified stretch annuity at another financial institution  
**To complete this transfer, we require the following:**  
RiverSource Life cannot process the death claim until all requirements are received
- Transfer paperwork signed by both the beneficiary and an authorized signer from the receiving firm
  - Acceptance statement from receiving firm **including reference of their handling of IRS Code 72(s)**
  - RiverSource account number
  - Account number at the receiving firm
  - Complete ownership of the receiving account
  - Address the check should be mailed to

**100% Contract Continuation - Available to eligible grantor trusts, spousal claimants, and/or civil union or domestic partners (in approved states):**





- Cannot be elected with any options above.
- Only available for contracts issued on or after 1/19/1985.
- See Additional Rider Information for important impacts to your rider.
- Spouse, civil union or domestic partner beneficiaries/claimants: Spousal or contract continuation is only available if the spouse/partner is the sole beneficiary or the account is in joint with rights of survivorship.

**For trust beneficiaries/claimants only**

Per IRS rules, the following statements below must apply to be eligible for spousal continuation. If you answer No to the following question, spousal continuation is not available.

☐ Yes☐ No**Are ALL of the following statements true?**

1. The decedent's spouse is the sole trustee, and
2. The spouse has unlimited access to the contract value (i.e. power to distribute the contract value to themselves), and
3. The spouse is the taxpayer for the annuity under the grantor trust rules

- ☐ 100% Spousal Continuation - This allows a spouse or trust beneficiary/claimant to continue the existing contract. For trust beneficiaries, if you answer No to the question above, this option is not available.

**For trust beneficiaries/claimants, select one:**

☐ Continue the existing contract as an individual owner

☐ Continue the existing contract with the trust as owner

If neither option is selected, the contract will continue with the trust as owner

- ☐ 100% Taxable Contract Continuation - This allows a civil union or domestic partner (in approved states) to continue the existing contract. Any applicable gain in the contract at time of continuation will be considered taxable income to you and reported on IRS Form 1099-R.

**Spousal and Contract Continuation - RiverSource annuities held in a brokerage account (Prefix 9935)**

Provide a new associated brokerage account number in the name of the person continuing the contract. After the continuation has been processed, the annuity will be linked to this brokerage account.

Associated Brokerage Account Number  133

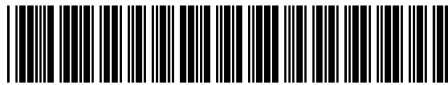
As the new owner, you must name a new beneficiary. Complete the Life Insurance and Annuity Change of Beneficiary form 38120.

**For successor annuitant claims:**

- ☐ Update the annuitant on the account to reflect claimant listed in Part 2.

**For successor trustee or owner claims:**

- ☐ Update the trustee or ownership on the account to reflect claimant listed in Part 2.

**Nonqualified Deferred Annuity Authorizations and Acknowledgements****General**

- If the destination information is incomplete or incorrect, we reserve the right to issue a check payable to the beneficiary.
- Earnings in annuity contracts are reported to the beneficiary/claimant as ordinary income in the year in which they are distributed.
- Any surrender charges on the contract are waived when surrendering the contract due to death.
- Generally, you must receive full distribution of the death benefits within five years of the decedent's date of death or elect an inherited nonqualified stretch annuity or annuity payout plan (annuitization) available under the contract.
- Death claim interest is not guaranteed.

**Additional Rider Information: This applies if choosing spousal or contract continuation, ownership change or annuitant change only.**

- Spouse/Civil Union or Domestic Partners who elect the contract continuation option: If the account has the MAV, MAV5, or ROP death benefit guarantee riders, complete Spousal Continuation of Death Benefit Riders Selection Form 402002. Does not apply to accounts with 9935 prefix.
- If you're claiming a variable annuity with the Guarantor Withdrawal Benefit for Life (GWB for Life) or SecureSource® single life benefit, the rider will continue and your Annual Lifetime Payment (ALP) may be reset. If you're claiming an annuity with any other single life withdrawal benefit, the rider will terminate upon continuation.
- If you're claiming an annuity with a joint life withdrawal benefit, the rider will continue if you are one of the covered spouses established on the contract effective date. Otherwise, the rider terminates.
- If you continue the contract as a spouse, an elective Step-up may be available to you which may allow you to lock in any gains. An increase to the living benefit rider fee may be incurred by electing a Step-up.

**RiverSource inherited nonqualified stretch annuities only:**

- IRS rules require the contract owner take an annual distribution each year from their inherited nonqualified stretch annuity. RiverSource will calculate the amount of this required distribution and automatically distribute it to the owner of the annuity.
- The required distribution will be calculated each year based on the contract owner's life expectancy that's determined at the time the contract is issued.
- In the event of the owner's death, the beneficiary may continue the required distribution as a successor owner. The distributions would continue based on the original owner's life expectancy that was determined at the time the contract was first issued.

**Part 3C Qualified Deferred Annuity Contract(s)**

- i** This section is used to elect a mode of settlement for qualified deferred annuity contracts. Please verify the status and type of contract before completing this section.
- Annuitization is only available to you within 11 months of the decedent's date of death. Most non-spouse beneficiaries must take the account proceeds (and pay the corresponding taxes) within 10 years of the decedent's date of death. Not available for entity beneficiary.
  - **An account number is required when transferring the annuity death benefit proceeds to another RiverSource Life Insurance Company product or an Ameriprise investment.** This claim cannot be processed without the account number. The proceeds will remain invested with the current annuity allocation until we receive the new account number.
  - There may be tax implications as a result of claiming a deferred annuity. Please consult your tax advisor prior to making a claim.
  - The IRS does not allow indirect rollovers to Inherited IRAs.

Select from below. Percents must total 100%.

- i** Combinations of the following may be elected by indicating the percent of the beneficiary/claimant's share to be allocated to each option in front of that option.

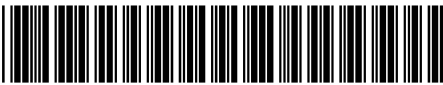
**Contract 1**

Contract Number:

Contract Number

Admin Code

Available options for all claimants:



- ☐  % Check to beneficiary/claimant to be mailed to the address provided in Part 2.
- ☐  % Transfer to a new or existing RiverSource Life Insurance Product or Ameriprise Financial Services Investment.
- %  Account or Contract Number:
- %  Account or Contract Number:
- ☐  % Annuitize and establish a periodic payment plan. Attach **Form 113730** to provide required information for this option.
- ☐  % Mail check to another financial institution. (Available only if contract is a Traditional IRA, SRA, SEP IRA, Roth IRA or TSA and is being deposited to an IRA at another financial institution.)

**To complete this transfer, we require the following:**

RiverSource Life cannot process the death claim until all requirements are received

- Transfer paperwork signed by both the beneficiary and an authorized signer from the receiving firm
- Acceptance statement from receiving firm
- RiverSource account number
- Account number at the receiving firm
- Complete ownership of the receiving account
- Address the check should be mailed to

- ☐ 100% Spousal Continuation: This option allows a spouse to continue the existing contract tax-deferred, provided they are the sole beneficiary of the owner and the owner is deceased.

☐ Continue the contract as a Traditional IRA or Roth IRA

☐ Continue the contract as a TSA OR SEP IRA Note: Spouse must be eligible to contribute to the plan.

- ☐ 100% Continue the Contract as an inherited IRA - This option is available to spouse and non-spouse beneficiaries

- For annuities that are not held in a brokerage account (admin code 005), the beneficiary must be the sole beneficiary of the contract (for all other annuities (prefix 9935), multiple beneficiaries are allowed).
- **Living and/or death benefit riders will terminate if you elect to continue the contract as an inherited IRA.**

**Spousal continuation and inherited IRA - RiverSource annuities held in a brokerage account (Prefix 9935)**

Provide a new associated brokerage account number in the name of the person continuing the contract. After the continuation has been processed, the annuity will be linked to this brokerage account.

Spouse's Brokerage Account Number  133

As the new owner, you must name a new beneficiary. Complete the Life Insurance and Annuity Change of Beneficiary form 38120.

**IRS Required Minimum Distribution (RMD)**

If the decedent had reached his or her Required Beginning Date and had not yet taken their Required Minimum Distribution (RMD), the beneficiary/claimant is required to distribute the RMD amount by December 31st of the year of the decedent's death.

- Amounts that represent RMDs cannot be rolled over to another qualified plan.
- If there are multiple beneficiaries/claimants, the RMD can be split amongst them or be taken by one. This is decided amongst the beneficiaries/claimants.

**Amount to be taken (List Dollar Amount)**Contract Number for RMD: IRS Required Minimum Distribution \$  (distribution amount is required for processing)**Delivery Instructions (select one):**☐ Send the check to address of record.☐ Transfer to nonqualified account **Withholding Instructions for RMD:**

- i**
- **Federal Withholding:** You are liable for federal income tax on the taxable portion of your distribution. If total withholding is not adequate, you may be subject to estimated tax payments and/or penalties.
  - **State Withholding:** Withholding rules vary by state. Clients may have the option to: (1) opt-out of withholding, (2) elect default state tax withholding, or (3) increase the rate of withholding. Depending on the state, state tax withholding could be mandatory, optional, unavailable, or the client may need to complete a state-specific form. For state tax withholding rules, go to [riversource.com/statetax](https://riversource.com/statetax).
  - Please note that taxes withheld per your elections or in accordance with state rules will not be refunded.
  - Withholding choices are not generally available if your distribution is an eligible rollover distribution from certain employer sponsored plans. For eligible rollover distribution, 20% federal withholding will apply even if you indicate otherwise.
  - For all tax-qualified annuities: Withholding is taken from the total amount distributed.
  - Different withholding rules apply in certain situations: If we do not have a valid Taxpayer Identification Number on the account, if the payment is delivered outside the United States or if you are a non-resident alien.

**Important IRS Federal Withholding changes :**

- Effective January 1, 2023, regulations require use of a Form W-4R, signed by the taxpayer or authorized signer, to choose a federal withholding standing election at a rate other than the default rate of 10%.
- If 10% withholding is not preferred, you may request 0% federal withholding without a Form W-4R by indicating your choice below.

**Federal Tax Withholding**

Select only one option below

- ☐ Withhold using a one-time federal rate between 10% and 100%. My chosen rate is
- If a rate from 1%-9% is entered, the percent on your Form W-4R on file will be used instead. If a Form W-4R is not on file, we must use the default federal rate of 10%.
- \* I attest that the following IRS script was read to me, and I provided the one-time federal withholding rate indicated on this form: "The default withholding rate is 10%. You can choose to have a different rate – including any rate from zero to 100%. You can also go to Form W-4R, found online at [IRS.gov/FormW4R](https://irs.gov/FormW4R), for further instructions and a rate table that helps you choose a rate that is appropriate for your tax situation."
- ☐ Withhold at the rate on the Form W-4R already on file with RiverSource (If this box is checked and no Form W-4R is on file for this percentage, RiverSource must withhold the 10% default federal tax.)
- ☐ Withhold 10% federal tax No attestation is required for 10% default rate if you have no federal withholding standing election. If you check this box, and have a standing election, that rate will be used instead.
- ☐ Withhold 0% federal tax

**State Withholding**

- If you do not indicate an election, we will generally follow your choice for federal election unless your state does not allow.
- No state tax withholding will be taken for states where withholding is not available.
- The taxpayer's resident state on file is the state we use for state tax withholding.

☐ Do not withhold state tax    ☐ Withhold default state tax    ☐ Withhold    % state tax

**Qualified Deferred Annuity Authorizations and Acknowledgements****General**

- If the destination information is incomplete or incorrect, we reserve the right to issue a check payable to the beneficiary.
- Distributions from tax qualified accounts are reported to the beneficiary/claimant as ordinary income in the year in which they are distributed.
- Any surrender charges on the contract are waived when surrendering the contract due to death.
- Death claim interest is not guaranteed.

**Additional Rider Information: This applies if choosing spousal or contract continuation, ownership change or annuitant change only.**

- Spouse who elects the contract continuation option: If the account has the MAV, MAV5 or ROP death benefit guarantee riders, complete Spousal Continuation of Death Benefit Riders Selection **Form 402002**. Does not apply to accounts with 9935 prefix.
- If you're claiming a variable annuity with the Guarantor Withdrawal Benefit for Life (GWB for Life) or SecureSource® single life benefit, the rider will continue and your Annual Lifetime Payment (ALP) may be reset. If you're claiming an annuity with any other single life withdrawal benefit, the rider will terminate upon continuation.
- If you're claiming an annuity with a joint life withdrawal benefit, the rider will continue if you are one of the covered spouses established on the contract effective date. Otherwise, the rider terminates.
- If you continue the contract with a withdrawal benefit rider as a spouse, an elective Step-up may be available to you. An increase to the living benefit rider fee may be incurred by electing a Step-up.

**Part 3D Payout Annuity Contract(s)**

This section is used to elect a mode of settlement for the following types of contracts:

- Annuitized Qualified and Non-Qualified Annuity contracts - contracts numbers begin with 9900 and 9910\*  
\*These prefixes are also used for deferred contracts. Please verify the type of contracts before completing this section. If the contract has not been annuitized (is still in deferred status), complete Part 3B (Non-Qualified annuities) or 3C (Qualified annuities).
- All requirements for all beneficiaries must be received before the claim will be settled.
- When a state is named as the beneficiary for an annuity in payout, we must receive a letter from the state designating an authorized signer for the death claim statement. With that letter, the named authorized signer will be able to represent the state to obtain information and settle the claim.

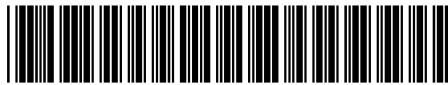
**Information to Consider:**

- There may be tax implications as a result of claiming a payout annuity. Consult your tax advisor prior to making a claim.
- Commuted (reduced) lump sum payment, if available. Commuted lump sum payments are not available on contracts issued before 12/15/2014. Contact the corporate office for an estimated value if you are considering a commuted lump sum payment. A commuted lump sum means you would receive less than total of the remaining payments.
- If payments are not commutable, you must continue to receive payments if over \$20.00 per payment, or if under \$20.00 and the total of remaining guaranteed payments is more than \$1,000.00. If under \$20.00 per payment and the total of remaining guaranteed payments is \$1,000.00 or less, we will send you a lump sum check.
- If no Settlement Option for Cash Refund in Step 1 below is selected, we will default to lump sum.

**Contract 1**

Contract Number:

Contract Number	Admin Code

**INSTRUCTIONS: Select one in Steps 1 and 2 below.****1. Step One - Settlement Options. Select One.**

- Qualified annuities only: Contract payment amounts and payment periods may be adjusted to meet the 10-year distribution rule. This rule, as part of the SECURE Act regulation, requires certain beneficiaries to receive payments within 10 years of the original owner's date of death.
- If the previous contract included a Principle Back Guarantee (PBG) or Remaining Benefit Amount (RBA) and has more than 10 years remaining in the payout term, the 10-year distribution rule may not apply and we will contact you with additional information.

Note: Non-natural beneficiaries are subject to a 5-year distribution rule.

- ☐ Continuation of payments as provided for in the contract.
- ☐ Commuted (reduced) lump sum payment or Cash Refund Lump Sum Death Benefit.  
Commuted lump sum payments are not available on contracts issued before 12/15/2014. If you are considering a commuted lump sum settlement, please contact the corporate office to determine if it is available and for a commuted lump sum estimate. A commuted lump sum is not available with the Remaining Benefit Amount (RBA) Payout and Principle Back Guarantee (PBG) option. For Cash Refund contracts, the death benefit is equal to the amount applied to the settlement, less any payments already made. If the total payments (including any non-discounted commutation amounts) exceed the amount applied to the settlement, the death benefit will be zero. No further Annuity Payments will be paid.
- ☐ **For Successor Owners:** I will be transferring ownership on the account to the claimant listed in Part 2.

**2. Step Two - Delivery Options. Select One.** If an option below is not selected, checks will be sent to the claimant.

- ☐ Check(s) to beneficiary/claimant to be mailed to the address provided in Part 2.
- ☐ Transfer(s) to a new or existing RiverSource Life Insurance Product or Ameriprise Financial Services Investment.  
Account or Contract Number:   
An account number under the name of the beneficiary must be established before submitting this form. This claim cannot be processed without the account number.
- ☐ ACH-Out. Go to the secure site on [ameriprise.com](http://ameriprise.com) to set up your bank instruction. Note: the first payment will go out as a check (only available for continuation of payments).

**Part 3E Inherited Nonqualified Stretch Deferred Annuity Contract(s)**

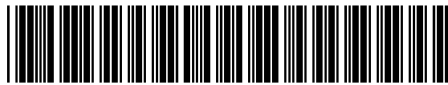
This section is used to elect a mode of settlement for inherited nonqualified stretch deferred annuities. Please verify the type of contract before completing this section.

- There may be tax implications as a result of claiming an inherited nonqualified stretch annuity. Consult your tax advisor prior to making a claim.

Select from below.



Only one option below may be selected

**Contract 1**

- ☐ 100% - Check to beneficiary/claimant to be mailed to the address provided in Part 2.
- ☐ 100% - Continue inherited nonqualified stretch annuity. Payments will continue based on the original owner's life expectancy that was determined at the time the contract was first issued.

The IRS requires annual distributions from inherited nonqualified stretch annuities; even when the contract is in a death claim pending status. If any distributions are processed while the death claim is pending, the payment(s) will be held until the claim is complete.

After the claim is processed, a check will be mailed to the address listed in Part 2 unless a nonqualified RiverSource or Ameriprise account is provided:

Provide a new associated brokerage account number in the name of the person continuing the contract. After the continuation has been processed, the annuity will be linked to this brokerage account.

Associated Brokerage Account Number

133

As the new owner, you must name a new beneficiary. Advisors, use eForms - Beneficiary Update. Clients, please contact your advisor

**Inherited Nonqualified Stretch Deferred Annuity Authorizations and Acknowledgements****General**

- If the destination information is incomplete or incorrect, we reserve the right to issue a check payable to the beneficiary.
- Earnings in annuity contracts are reported to the beneficiary/claimant as ordinary income in the year in which they are distributed.

**Part 4 Annuity Claim Withholding REQUIRED FOR ALL ANNUITY CLAIMS (Not required for Insurance Claims)**

- i**
- **Federal Withholding:** You are liable for federal income tax on the taxable portion of your distribution. If total withholding is not adequate, you may be subject to estimated tax payments and/or penalties.
  - **State Withholding:** Withholding rules vary by state. Clients may have the option to: (1) opt-out of withholding, (2) elect default state tax withholding, or (3) increase the rate of withholding. Depending on the state, state tax withholding could be mandatory, optional, unavailable, or the client may need to complete a state-specific form. For state tax withholding rules, go to [riversource.com/statetax](https://riversource.com/statetax).
  - Please note that taxes withheld per your elections or in accordance with state rules will not be refunded.
  - Withholding choices are not generally available if your distribution is an eligible rollover distribution from certain employer sponsored plans. For eligible rollover distribution, 20% federal withholding will apply even if you indicate otherwise.
  - For all tax-qualified annuities: Withholding is taken from the total amount distributed.
  - For non-qualified annuities: Withholding is taken from the taxable amount distributed.
  - Different withholding rules apply in certain situations: If we do not have a valid Taxpayer Identification Number on the account, if the payment is delivered outside the United States or if you are a non-resident alien.

**Important IRS Federal Withholding changes**

- Effective January 1, 2023, regulations require use of a Form W-4R, signed by the taxpayer or authorized signer, to choose a federal withholding standing election at a rate other than the default rate of 10%.
- If 10% withholding is not preferred, you may request 0% federal withholding without a Form W-4R by indicating your choice below.

**Deferred Annuities****Federal Tax Withholding**

Select only one option below

- ☐ Withhold using a one-time federal rate between 10% and 100%. My chosen rate is
- If a rate from 1%-9% is entered, the percent on your Form W-4R on file will be used instead. If a Form W-4R is not on file, we must use the default federal rate of 10%.
- \* I attest that the following IRS script was read to me, and I provided the one-time federal withholding rate indicated on this form: "The default withholding rate is 10%. You can choose to have a different rate – including any rate from zero to 100%. You can also go to Form W-4R, found online at [IRS.gov/FormW4R](https://www.irs.gov/FormW4R), for further instructions and a rate table that helps you choose a rate that is appropriate for your tax situation."
- ☐ Withhold at the rate on the Form W-4R already on file with RiverSource (If this box is checked and no Form W-4R is on file for this percentage, RiverSource must withhold the 10% default federal tax.)
- ☐ Withhold 10% federal tax No attestation is required for 10% default rate if you have no federal withholding standing election. If you check this box, and have a standing election, that rate will be used instead.
- ☐ Withhold 0% federal tax

**State Withholding**

- If you do not indicate an election, we will generally follow your choice for federal election unless your state does not allow.
- No state tax withholding will be taken for states where withholding is not available.
- The taxpayer's resident state on file is the state we use for state tax withholding.

- ☐ Do not withhold state tax    ☐ Withhold default state tax    ☐ Withhold  % state tax

**Annuitized/Immediate Annuities/Continuation of Payments****Federal Withholding**

Federal income tax will be withheld from the taxable amount distributed based on the wage tables for a single individual with no exemptions unless you make a different withholding election below (certain exceptions apply).

**Federal Tax withholding**

- ☐ Withhold 0% federal tax
- ☐ Withhold federal default rate (single with no exemptions)
- ☐ Withhold at the rate on the Form W-4R/W-4P attached.
- The W-4P is required when continuing the annuitized benefit - Federal Withholding Instruction for RiverSource Death Claims on Annuitized Contracts form (Form 117596).
- The W-4R is required when commuting benefit – Federal Withholding Instruction for RiverSource Death Claims form (Form 117591).
- These forms may be obtained at [riversource.com/form](https://riversource.com/form). (If Form W-4R/W-4P is not received it will be considered not in good order.)

**State Withholding**

- If you do not indicate an election, we will generally follow your choice for federal election unless your state does not allow.
- No state tax withholding will be taken for states where withholding is not available.
- The taxpayer's resident state on file is the state we use for state tax withholding.

- ☐ Do not withhold state tax    ☐ Withhold default state tax    ☐ Withhold \$  In addition to default state tax

If this default results in no withholding, please withhold \$  or  % (fixed payouts only).

**Part 5 W-9 TIN Certification - IRS REQUIRES ALL CLAIMANTS COMPLETE THIS SECTION**

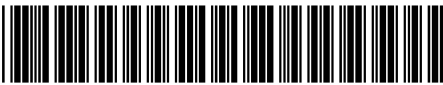
Taxpayer Identification Number of Claimant\*

Name (on IRS or Social Security Administration Records) Associated with this Taxpayer Identification Number

Trust, or Business Name

\*If the claimant is an irrevocable trust or estate, it must have its own Employee Identification Number (EIN) according to IRS Revenue Ruling 84-73 and Reg. section 301.6109-1. If an EIN is not provided, mandatory withholding will apply.



**W-9 TIN Certification****Check appropriate box for federal tax classification (required):**

- |   |   |
|---|---|
| <input type="radio"/> <b>Individual/Sole proprietor/Single Member LLC</b> | <input type="radio"/> <b>Partnership</b>                                      |
| <input type="radio"/> <b>Corporation</b>                                  | <input type="radio"/> <b>Trust</b>  |
| <input type="radio"/> C-Corporation                                       | <input type="radio"/> Revocable (Optional Additional Trust Details)           |
| <input type="radio"/> S-Corporation                                       | <input type="radio"/> Irrevocable (Optional Additional Trust Details)         |
| <input type="radio"/> <b>Limited Liability Company (LLC)</b>              | <input type="radio"/> Irrevocable Grantor (Optional Additional Trust Details) |
| <input type="radio"/> C-Corporation                                       | <input type="radio"/> <b>Estate</b>   |
| <input type="radio"/> S-Corporation                                       | <input type="radio"/> <b>Other</b> <input type="text"/>                       |
| <input type="radio"/> Partnership   |   |

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ **Check here if owner is an Exempt Payee** (defined in Form W-9 instructions) **Exempt Payee code:**

1-An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2), 2-The United States or any of its agencies or instrumentalities, 3-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities, 4-A foreign government or any of its political subdivisions, agencies, or instrumentalities, 5-A corporation, 6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States, 7-A futures commission merchant registered with the Commodity Futures Trading Commission, 8-A real estate investment trust, 9-An entity registered at all times during the tax year under the Investment Company Act of 1940, 10-A common trust fund operated by a bank under section 584(a), 11-A financial institution, 12-A middleman known in the investment community as a nominee or custodian, 13-A trust exempt from tax under section 664 or described in section 4947

**Foreign Account Tax Compliance Act Reporting**

A FATCA exemption code is required for persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. If you are only submitting this form for an account you hold in the United States, no code is required. Otherwise, submit IRS Form W-9 separately.

As used below, the word "I" refers to the claimant who is the taxpayer on the account.

**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions:**

As used below, the word "You" refers to the claimant who is the taxpayer on the account.

☐ Check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Non-U.S. persons should submit the appropriate Form W-8.

Form W-9 and Form W-8 and their instructions are available upon request or on [irs.gov](http://irs.gov).

**Part 6 Authorizations and Acknowledgements**

**Note:** Must be signed by all claimants or fiduciaries.

**General Acknowledgments**

- The undersigned hereby makes claim to the proceeds of said insurance or annuity contract with RiverSource Life Insurance Co. of New York ("Company"). Claimant agrees that the written statements, affidavits and all other papers required by the Company shall constitute and be made a part of these proofs of death. Claimant further agrees that the furnishing of this form (or any other subsequent forms/documents) by said Company shall not constitute nor be considered an admission by the Company that there was any insurance/annuity contract in force nor a waiver of any of its rights or defenses, nor stop it in any way.
- Payment of the death proceeds must be approved by RiverSource Life Insurance Co. of New York. Purchases requested herein will be made only upon approval of the claim and receipt of all new business requirements by RiverSource Life Insurance Company or Ameriprise Financial Services.
- If you transfer the death benefit proceeds into a new RiverSource annuity and decide to cancel the annuity (free look), the proceeds will be paid out as a lump sum check to your address on record.
- I acknowledge that by being named owner on an annuity contract, I will be bound by the terms of the contract, as will my heirs, executors, administrators and successors.
- I acknowledge that my claim settlement information will be provided by RiverSource Life Insurance Co. of New York to Ameriprise Financial Services, LLC for purposes of processing my claim. This information may also be provided to an individual Ameriprise financial advisor for purposes of future contact. I am under no obligation to consult with an Ameriprise financial advisor, but may do so if I choose.
- I hereby declare that I have read the appropriate fraud warning below and all statements given herein are true and complete to the best of my knowledge and belief.
- If I am making claim to a TSA or Qualified plan I have read the "Special Tax Notice for Plan Distributions" and I understand that I have the right to consider the decision of whether or not to consent to a distribution and/or to elect a direct rollover for at least 30 days. I further understand that if I submit a completed Distribution Form before the 30 day period expires, I will have waived these rights and processing of my distribution request will begin upon receipt.
- I understand the death settlement option selected is permanent and cannot be changed or reversed.
- **I have read, understand, and agree to each of the items above and I certify that all of the information I have provided above regarding this distribution request/claim is true and accurate to the best of my knowledge.**

**Part 6A Individual, Estate, or UGMA/UTMA/Minor Beneficiary/Claimant**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**New York Fraud Warning :** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Beneficiary/Claimant Signature

Date (MMDDYYYY)

**X**

Name of Individual, Estate, or UGMA/UTMA/Minor Beneficiary/Claimant



- If the claim is greater than \$100,000, a notary is required.

**Notarization**

State of:

County of:

On

, 20

Month, Date

Yr

Name of Authorized Signer

personally appeared before me, ☐ who is personally known to me☐ whose identity I proved on the basis of☐ whose identity I proved on the oath/affirmation of

, a credible witness

To be the signer of the above document, and he/she acknowledged that he/she signed it.

Signature of Notary

Sign Date (MMDDYYYY)

This notarization must include the Notary's official seal to be accepted as complete. The seal must be affixed by inked stamp imprint (preferred), or photocopyable emboss. Electronic notarizations cannot be accepted.

Notary Seal:

Notary expiration date:

**Part 6B Trust****Grantor(s) Authorizations and Acknowledgements (Revocable trusts only)**

- Each grantor must sign for revocable trusts and each signature must be notarized, if applicable.
- In the event the grantor(s) is not able to sign, attach the evidence supporting that the grantor's signature is missing. (Proof of incapacitation in the form of a doctor's or hospital's letter on their letterhead or a death certificate.)
- For irrevocable trusts, a grantor's signature is not required.
- The undersigned on their own behalf and on behalf of their heirs, executors, administrators, assigns or beneficiaries, agree to indemnify and hold harmless **RiverSource Life Insurance Company** and advisors harmless from any and all liability, losses, damages and claims of any kind whatsoever, which may arise out of or in connection with RiverSource Life Insurance Company's agreement to accept this certificate.
- That you have each received and reviewed a copy of this certification and that you agree to be bound by its terms. You further represent and warrant that you have received, read, understand and agree to be bound by all terms of the agreements with RiverSource Life Insurance Company as it relates to specific products purchased, including the requirement in any specific agreement that disputes must be resolved through arbitration.
- The undersigned grantors, individually and on behalf of the trust, its beneficiaries, heirs, successors and assigns (collectively, "you"), hereby certify, represent and warrant that the trust agreement to which this certification applies is in full force and effect and that the above information is true and complete.

**Trustee(s) Authorizations and Acknowledgements**

- Each trustee's signature must be notarized, if applicable.
- If a trustee does not sign at the time the form is submitted, a signature specimen for that trustee may be required prior to any written transaction.
- If you answered no to "can all trustee(s) can act independently?", all named trustees' signatures are required.
- RiverSource Life Insurance Company is concerned with your privacy and will only collect and use your personal information to meet the requirements of federal law and within the provisions of the RiverSource Life Insurance Company Privacy Notice, which can be found at [riversource.com](http://riversource.com). As required by federal law, RiverSource Life Insurance Company may use the information above to verify your identity.
- The undersigned on their own behalf and on behalf of their heirs, executors, administrators, assigns or beneficiaries, agree to indemnify and hold harmless RiverSource Life Insurance Company from any and all liability, losses, damages and claims of any kind whatsoever, which may arise out of or in connection with RiverSource Life Insurance Company's agreement to accept this certificate.
- The undersigned trustee(s) individually and on behalf of the trust, its beneficiaries, heirs, successors and assigns (collectively, "you"), hereby certify, represent and warrant that the trust agreement to which this certification applies is in full force and effect and that the above information is true and complete.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**New York Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Trustee Signature

Date (MMDDYYYY)

**X**

- All trustees must have their signatures notarized regardless of claim amount.
- If trustee(s) cannot act independently and multiple signatures are required, make a copy of this page for each individual to sign separately and obtain notarization. Submit all pages (including signature pages) together to avoid processing delays.

**Notarization**

State of:

County of:

On

Month, Date

, 20

Yr

Name of Trustee

personally appeared before me,

☐

who is personally known to me

☐

whose identity I proved on the basis of

☐

whose identity I proved on the oath/affirmation of

, a credible witness

To be the signer of the above document, and he/she acknowledged that he/she signed it.

Signature of Notary

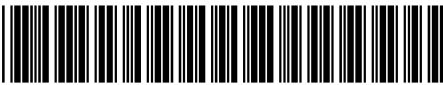
Sign Date (MMDDYYYY)

This notarization must include the Notary's official seal to be accepted as complete. The seal must be affixed by inked stamp imprint (preferred), or photocopyable emboss. Electronic notarizations cannot be accepted.

**X**

Notary Seal:

Notary expiration date:

**Part 6C Corporation/Organization Beneficiary/Claimant****Corporation and Organization Resolution**

The corporation or organization is duly organized, validly existing and in good standing under the laws of the above state, and has adopted the following resolutions as of the date set forth below:

**BE IT RESOLVED THAT:**

1. Each authorized signer shall have the authority to sign and transact on behalf of the corporation or organization, and to bind and obligate the corporation or organization, to the same extent as an account owner would, consistent with the relevant product and account opening documentation and restrictions.
2. RiverSource Life Insurance Co. of New York shall be entitled to rely upon instructions received from each authorized signer to the same extent as if those instructions were provided by the corporation or organization.
3. Despite this authorization, RiverSource Life Insurance Co. of New York will continue to deliver all confirmations, notices, and demands upon the corporation or organization to the address of record on the corporation's or organization's account.
4. The corporation or organization shall, upon request, promptly furnish RiverSource Life Insurance Co. of New York with a complete and current copy of the corporation or organization Certificate of Incorporation and By-Laws, or equivalent documents, and all amendments thereto.
5. This corporation or organization resolution shall remain in full force and effect until written notice of revocation or modification thereof is received by RiverSource Life Insurance Co. of New York.
6. This corporation or organization resolution may be executed in multiple counterparts, each of which shall be an original, but all of which together shall be deemed to constitute a single agreement, and submitted at the same time.
7. Facsimile signatures on the corporation or organization resolution shall be deemed to constitute originals.

**Certification (required for corporation or organization claimants)**

**This certification is to be completed by the secretary (or its equivalent) of the corporation or organization to acknowledge and confirm that (i) a meeting of the board of directors (or equivalent governing body) was held, and (ii) the corporation's or organization's governing body approved all activity provided in this corporation or organization resolution.**

- This section must be completed with (i) the title of the officer signing the certification, (ii) the date the certification was signed, and (iii) the date the meeting of the board of directors (or equivalent governing body) was held.
- The officer must sign and print his/her name in the area below this certification.
- If the secretary is the only authorized signer named, this authorization must be signed by another officer unless the secretary also holds all offices of the corporation or organization.
- The date of the meeting at which the board of directors (or equivalent governing body) met and passed each of the foregoing resolutions, must occur on or before the date the corporation's or organization's account is established.

The undersigned, individually and/or through the corporation's or organization's duly authorized offices(s), hereby certifies that (i) a meeting of the board of directors, or equivalent governing body, was duly convened and held at which all of the foregoing resolutions (the "resolutions") were duly passed and adopted by unanimous vote; (ii) the resolutions appear in the minute book of the corporation or organization and are in accord with the terms of the corporation's or organization's documents, (iii) the resolutions have not been rescinded, modified and/or amended and are now in full force and effect, and (iv) the signatures of the authorized signers affixed to this document are their true and genuine signatures and they currently hold the office or position with the corporation or organization indicated next to their respective names.



The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**New York Fraud Warning :** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature of Authorized Signer

Date (MMDDYYYY)

X

Signature of Second Authorized Signer

Date (MMDDYYYY)

X

Name of Corporation/Organization Beneficiary/Claimant

Secretary or Equivalent Name

Title:

Secretary or Equivalent Signature (Mandatory)

Date (MMDDYYYY)

X

Date of Resolutions Meeting(MMDDYYYY):



- If the claim is greater than \$100,000, a notary is required.

#### Notarization

State of:

County of:

On

, 20

Month, Date

Yr

Name of Trustee

personally appeared before me, ☐ who is personally known to me

☐ whose identity I proved on the basis of

☐ whose identity I proved on the oath/affirmation of, a credible witness

To be the signer of the above document, and he/she acknowledged that he/she signed it.

Signature of Notary

Sign Date (MMDDYYYY)

This notarization must include the Notary's official seal to be accepted as complete. The seal must be affixed by inked stamp imprint (preferred), or photocopyable emboss. Electronic notarizations cannot be accepted.

X

Notary Seal:

Notary expiration date:

# Death Claim Statement for RiverSource Life of NY

- Annuities
- Life Insurance

As a beneficiary you may have many options available to you for life insurance or annuity claim proceeds:<sup>1</sup>

- You may transfer all or part of the funds into another *Ameriprise*<sup>®</sup> investment or insurance product.
- You may take immediate receipt of the claim amount owed to you.
- You may choose to begin, or continue, an annuitized income stream.
- For annuities in payout, you may choose to continue annuity payments or take a lump sum, as allowed by the terms of the contract.

For help in selecting which option, or combination of options, is right for you please consult with your Ameriprise financial advisor.

**Although you may seek assistance from your Ameriprise financial advisor, you are ultimately responsible for the completion and submission of the claim requirements. Advisors are not authorized or permitted to accept notices of claim, proofs of claim or any information or documents relating to a claim. Please submit the requirements directly to us at the address listed above.**

## Instructions for Completing the Death Claim Statement

Notify RiverSource Life of NY of the client's death before submitting this form. This will facilitate prompt claim payment. RiverSource Life of NY Client's/Beneficiaries please call (800) 541-2251 Option 2.

- There may be tax implications as a result of claiming an annuity. The amount distributed to you may be included in your income. Consult your tax advisor prior to making a claim.
- Post-mortem interest is not guaranteed.

Complete one Death Claim Statement for each claimant. Complete parts 1, 2, 5 and 6 for all claims. In addition, complete the correct section for the type of product being claimed.

- Part 3A for life insurance claims.
- Part 3B for non-qualified deferred annuity claims.
- Part 3C for qualified deferred annuity claims.
- Part 3D for all payout annuity claims.

## PROCEEDS PAYABLE

- **To the estate of the insured:** The Executor or Administrator of the estate should complete this statement. A copy of letters of appointment of the Executor or Administrator is also needed.
- **To a minor:** The guardian of the minor's estate should complete this statement. A copy of letters of guardianship of the minor's estate is also needed.
- **To an assignee:** Both the beneficiary and the assignee should complete this form. If this assignment is no longer in force, we will need a release from the assignee.
- **Lump sum transfer to *Ameriprise Financial*<sup>®</sup> investment product.** (Life Insurance and Deferred Annuities) - Put all or part of the proceeds into a new or existing Ameriprise Financial account.
- **Contract Transfer** (Deferred Annuities only) - This option allows spouses to continue the existing contract tax-deferred for non-qualified contracts issued on or after 1/19/1985 or any IRA, provided that they are the sole, primary beneficiary of the contract and the owner is deceased.

<sup>1</sup> Settlement options vary by contract type. See page 2 for the options available for your contract type. In some cases settlement choices are limited by state regulations.

## OTHER REQUIREMENTS

- **Certified Letters of Appointment** - For all claims where the estate is the beneficiary (must remain on file in New York).
- **Trust Document and Certificate of Trust** - For claims where a Trust is the beneficiary.
- **Certified Letters of Guardianship** - For claims where a minor is the beneficiary (must remain on file in New York).
- **Certified Copy of Death Certificate** - (Must remain on file in New York.)
- **Corporate Resolution** - For claims where a Corporation is the beneficiary.

## Annuity Options

- Beneficiaries must receive the first annuitization payment within one year from the date of death.
- The period certain (guaranteed period) cannot exceed the life expectancy of the beneficiary.
- Birth certificates for each annuitant must be submitted when selecting any life income or joint life income mode of settlement.
- The fixed/variable funds selected for the payout must follow the fixed/variable funds available on the original contract.
- **Form 113730** must be completed for fixed, variable or combination payments.
- If considering annuitization: Claimants should be aware that annuitization payment options are governed by IRS regulations and should consult a tax advisor.
- **Installments for a specified period (Mode E)** (Life Insurance and Deferred Annuities) - This option allows the settlement value be paid in installments over a period of time specified by the beneficiary. Payments cannot be made for a period more than 30 years or less than 10 years. It does not provide for lifetime payments. Should you die prior to the end of the guaranteed payments, the payments, if over \$20.00, will continue to the named beneficiary until the end of the guaranteed period, at which time the payments will cease. The only exception would be if each payment is under \$20.00, then the named beneficiary would receive a lump sum if the total of remaining guaranteed payments is \$1,000 or less.
- **Life Income** - Annuity payments are guaranteed as long as the annuitant is living. Annuity payment cease upon the death of the annuitant.
- **Life Income with a Guaranteed Period** - Annuity payments are guaranteed as long as the annuitant is living. If the annuitant dies before the end of the guaranteed period, we will continue to make annuity payments for the remainder of the guaranteed period.
- **Life Income with an Installment Refund** - Annuity payments are guaranteed as long as the annuitant is living. If the annuitant dies, annuity payment will continue until the installment amount is depleted.
- **Life Income with Cash Refund** - Annuity payments are guaranteed as long as the annuitant is living. If the annuitant dies, we will make a lump sum payment of a cash refund death benefit (if any).
- **Joint Life Income** - Annuity payments are guaranteed as long as either annuitant is living. Annuity payment cease upon the death of the last surviving annuitant.
- **Joint Life Income with a Guaranteed Period** - Annuity payments are guaranteed as long as either annuitant is living. If the last surviving annuitant dies before the end of the guaranteed period, we will continue to make annuity payments for the remainder of the guaranteed period.
- **Joint Life Income with an Installment Refund** - Annuity payments are guaranteed as long as either annuitant is living. If the last surviving annuitant dies, annuity payment will continue until the installment amount is depleted.
- **Joint Life Income with Cash Refund** - Annuity payments are guaranteed as long as either annuitant is living. If the last surviving annuitant dies, we will make a lump sum payment of a cash refund death benefit (if any).
- **Joint Life Income with Annuity Payments reduced at either Annuitant or Joint Annuitant's death** - Annuity payments are guaranteed as long as either annuitant is living. At the death of either the annuitant or joint annuitant, annuity payments will be reduced to 1/2 or 2/3 (amount is selected on the application) of the annuity payment amount. Annuity payment cease upon the death of the last surviving annuitant.
- **Joint Life Income with a Guaranteed Period with Annuity Payments reduced at either Annuitant or Joint Annuitant's death** - Annuity payments are guaranteed as long as either annuitant is living. At the death of either the annuitant or joint annuitant, annuity payments will be reduced to 1/2 or 2/3 (amount is selected on the application) of the annuity payment amount. If the last surviving annuitant dies before the end of the guaranteed period, we will continue to make annuity payments for the remainder of the guaranteed period.
- **Joint Life Income with Annuity Payments reduced at the Annuitant's death** - Annuity payments are guaranteed as long as either annuitant is living. At the death of the annuitant, annuity payments will be reduced to 1/2 or 2/3 (amount is selected on the application) of the annuity payment amount. Annuity payment cease upon the death of the last surviving annuitant.
- **Joint Life Income with a Guaranteed Period with Annuity Payments reduced at the Annuitant's death** - Annuity payments are guaranteed as long as either annuitant is living. At the death of the annuitant, annuity payments will be reduced to 1/2 or 2/3 (amount is selected on the application) of the annuity payment amount. If the last surviving annuitant dies before the end of the guaranteed period, we will continue to make annuity payments for the remainder of the guaranteed period.
- **Guaranteed Period** - Annuity payments are guaranteed for entire guaranteed period. Annuity payments cease upon the end of the guaranteed period.
- **Hold at interest** (Life Insurance only) - Interest will be paid on the proceeds for a mutually agreed upon interval and time period.

## Annuity in Payout Claim Settlement Options

- There may be tax implications as a result of receiving distributions from an annuity in Payout. Consult your tax advisor prior to making claim.
- All requirements for all beneficiaries must be received before the claim will be settled.
- Commuted (reduced) lump sum payment, if available. Contact the corporate office for an estimated value if you are considering a commuted lump sum payment. A commuted lump sum means you would receive less than total of the remaining payments.
- If payments are not commutable, you will continue to receive payments unless each payment is under \$20.00 and the total of remaining guaranteed payments is \$1,000 or less, then we will send you a lump sum check.

## Required Minimum Distributions (RMD) Requirements.

RMDs are complex and clients should talk to a tax advisor. IRA beneficiaries can find additional information regarding RMD requirements in the Your Guide to IRAs. Qualified Plans and 403(b) plan participants can obtain additional information about RMD requirements from the plan administrator.



## STATE FRAUD WARNING NOTICES

**Alabama, Arkansas, District of Columbia, Louisiana, Minnesota, New Mexico, Ohio, Rhode Island, West Virginia, and All Other States**

**Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Alaska Fraud Warning:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**Arizona Fraud Warning:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**California Fraud Warning:** California Fraud Warning: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado Fraud Warning:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**Delaware, Idaho, Indiana, and Oklahoma Fraud Warning:** **"WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

**Florida Fraud Warning:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kentucky Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Maine, Tennessee, Virginia, and Washington Fraud Warning:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland Fraud Warning:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Hampshire Fraud Warning:** Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**New Jersey Fraud Warning:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New York Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Pennsylvania Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Texas Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Puerto Rico Fraud Warning:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

# **SPECIAL TAX NOTICE FOR PLAN DISTRIBUTIONS**

For Payments Not From a Designated Roth Account

## **YOUR ROLLOVER OPTIONS**

You are receiving this notice because all or a portion of a payment you are receiving from the 403(b) annuity or custodial account relating to your employer's plan (the "Plan") is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.

This notice describes the rollover rules that apply to payments from the Plan that are not from a designated Roth account (a type of account in some employer plans that is subject to special tax rules). If you also receive a payment from a designated Roth account in the Plan, you will be provided a different notice for that payment, and the Plan administrator or the payor will tell you the amount that is being paid from each account.

Rules that apply to most payments from a plan are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

## **GENERAL INFORMATION ABOUT ROLLOVERS**

### **How can a rollover affect my taxes?**

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (generally, distributions made before age 59½), unless an exception applies. However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception to the 10% additional income tax applies).

### **What types of retirement accounts and plans may accept my rollover?**

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, IRAs are not subject to spousal consent rules, and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

### **How do I do a rollover?**

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. Generally, you will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

### **How much may I roll over?**

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the joint lives or joint life expectancies of you and your beneficiary);
- Required minimum distributions after age 70½ (if you were born before July 1, 1949), after age 72 (if you were born after June 30, 1949), or after death;
- Hardship distributions;
- Payments of employee stock ownership plan (ESOP) dividends;
- Corrective distributions of contributions that exceed tax law limitations;
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends);
- Cost of life insurance paid by the Plan;
- Payments of certain automatic enrollment contributions that you request to withdraw within 90 days of your first contribution;
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there generally will be adverse tax consequences if you roll over a distribution of S corporation stock to an IRA); and
- Distributions of certain premiums for health and accident insurance.

The Plan administrator or the payor can tell you what portion of a payment is eligible for rollover.

### **If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?**

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax applies to the part of the distribution that you must include in income and is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation;
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the joint lives or joint life expectancies of you and your beneficiary);
- Payments from a governmental plan made after you separate from service if you are a qualified public safety employee and you will be at least age 50 in the year of the separation;
- Payments made due to disability;

Do not send to Home Office

- Payments after your death;
- Payments of ESOP dividends;
- Corrective distributions of contributions that exceed tax law limitations;
- Cost of life insurance paid by the Plan;
- Payments made directly to the government to satisfy a federal tax levy;
- Payments made under a qualified domestic relations order (QDRO);
- Payments of up to \$5,000 made to you from a defined contribution plan if the payment is a qualified birth or adoption distribution;
- Payments up to the amount of your deductible medical expenses (without regard to whether you itemize deductions for the taxable year);
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days;
- Payments of certain automatic enrollment contributions that you request to withdraw within 90 days of your first contribution;
- Payments excepted from the additional income tax by federal legislation relating to certain emergencies and disasters; and
- Phased retirement payments made to federal employees.

**If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?**

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions on the part of the distribution that you must include in income, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- The exception for payments made after you separate from service if you will be at least age 55 in the year of the separation (or age 50 for qualified public safety employees) does not apply;
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse); and
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- Additional exceptions apply for payments from an IRA, including:
  - Payments for qualified higher education expenses;
  - Payments up to \$10,000 used in a qualified first-time home purchase; and
  - Payments for health insurance premiums after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

**Will I owe State income taxes?**

This notice does not address any State or local income tax rules (including withholding rules).

**SPECIAL RULES AND OPTIONS**

**If your payment includes after-tax contributions**

After-tax contributions included in a payment are not taxed. If you receive a partial payment of your total benefit, an allocable portion of your after-tax contributions is included in the payment, so you cannot take a payment of only after-tax contributions. However, if you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in the payment. In addition, special rules apply when you do a rollover, as described below.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan and at the same time the rest is paid to you, the portion rolled over consists first of the amount that would be taxable if not rolled over. For example, assume you are receiving a distribution of \$12,000, of which \$2,000 is after-tax contributions. In this case, if you directly roll over \$10,000 to an IRA that is not a Roth IRA, no amount is taxable because the \$2,000 amount not rolled over is treated as being after-tax contributions. If you do a direct rollover of the entire amount paid from the Plan to two or more destinations at the same time, you can choose which destination receives the after-tax contributions.

Similarly, if you do a 60-day rollover to an IRA of only a portion of a payment made to you, the portion rolled over consists first of the amount that would be taxable if not rolled over. For example, assume you are receiving a distribution of \$12,000, of which \$2,000 is after-tax contributions, and no part of the distribution is directly rolled over. In this case, if you roll over \$10,000 to an IRA that is not a Roth IRA in a 60-day rollover, no amount is taxable because the \$2,000 amount not rolled over is treated as being after-tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

**If you miss the 60-day rollover deadline**

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. Under certain circumstances, you may claim eligibility for a waiver of the 60-day rollover deadline by making a written self-certification. Otherwise, to apply for a waiver from the IRS, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*.

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**If your payment includes employer stock that you do not roll over**

If you do not do a rollover, you can apply a special rule to payments of employer stock (or other employer securities) that are either attributable to after-tax contributions or paid in a lump sum after separation from service (or after age 59½, disability, or the participant's death). Under the special rule, the net unrealized appreciation on the stock will not be taxed when distributed from the Plan and will be taxed at capital gain rates when you sell the stock. Net unrealized appreciation is generally the increase in the value of employer stock after it was acquired by the Plan. If you do a rollover for a payment that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the payment), the special rule relating to the distributed employer stock will not apply to any subsequent payments from the IRA or, generally, the Plan. The Plan administrator can tell you the amount of any net unrealized appreciation.

**If you have an outstanding loan that is being offset**

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the outstanding amount of the loan, typically when your employment ends. The offset amount is treated as a distribution to you at the time of the offset. Generally, you may roll over all or any portion of the offset amount. Any offset amount that is not rolled over will be taxed (including the 10% additional income tax on early distributions, unless an exception applies). You may roll over offset amounts to an IRA or an employer plan (if the terms of the employer plan permit the plan to receive plan loan offset rollovers). How long you have to complete the rollover depends on what kind of plan loan offset you have. If you have a qualified plan loan offset, you will have until your tax return due date (including extensions) for the tax year during which the offset occurs to complete your rollover. A qualified plan loan offset occurs when a plan loan in good standing is offset because your employer plan terminates, or because you sever from employment. If your plan loan offset occurs for any other reason (such as a failure to make level loan repayments that results in a deemed distribution), then you have 60 days from the date the offset occurs to complete your rollover.

**If you were born on or before January 1, 1936**

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, *Pension and Annuity Income*.

**If your payment is from a governmental section 457(b) plan**

If the Plan is a governmental section 457(b) plan, the same rules described elsewhere in this notice generally apply, allowing you to roll over the payment to an IRA or an employer plan that accepts rollovers. One difference is that, if you do not do a rollover, you will not have to pay the 10% additional income tax on early distributions from the Plan even if you are under age 59½ (unless the payment is from a separate account holding rollover contributions that were made to the Plan from a tax-qualified plan, a section 403(b) plan, or an IRA). However, if you do a rollover to an IRA or to an employer plan that is not a governmental section 457(b) plan, a later distribution made before age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies). Other differences include that you cannot do a rollover if the payment is due to an "unforeseeable emergency" and the special rules under "If your payment includes employer stock that you do not roll over" and "If you were born on or before January 1, 1936" do not apply.

**If you are an eligible retired public safety officer and your payment is used to pay for health coverage or qualified long-term care insurance**

If the Plan is a governmental plan, you retired as a public safety officer, and your retirement was by reason of disability or was after normal retirement age, you can exclude from your taxable income Plan payments paid directly as premiums to an accident or health plan (or a qualified long-term care insurance contract) that your employer maintains for you, your spouse, or your dependents, up to a maximum of \$3,000 annually. For this purpose, a public safety officer is a law enforcement officer, firefighter, chaplain, or member of a rescue squad or ambulance crew.

**If you roll over your payment to a Roth IRA**

If you roll over a payment from the Plan to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. In general, the 10% additional income tax on early distributions will not apply. However, if you take the amount rolled over out of the Roth IRA within the 5-year period that begins on January 1 of the year of the rollover, the 10% additional income tax will apply (unless an exception applies).

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, and IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*.

**If you do a rollover to a designated Roth account in the Plan** You cannot roll over a distribution to a designated Roth account in another employer's plan. However, you can roll the distribution over into a designated Roth account in the distributing Plan. If you roll over a payment from the Plan to a designated Roth account in the Plan, the amount of the payment rolled over (reduced by any after-tax amounts directly rolled over) will be taxed. In general, the 10% additional income tax on early distributions will not apply. However, if you take the amount rolled over out of the Roth IRA within the 5-year period that begins on January 1 of the year of the rollover, the 10% additional income tax will apply (unless an exception applies). If you roll over the payment to a designated Roth account in the Plan, later payments from the designated Roth account that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a designated Roth account is a payment made both after you are age 59½ (or after your death or disability) and after you have had a designated Roth account in the Plan for at least 5 years. In applying this 5-year rule, you count from January 1 of the year your first contribution was made to the designated Roth account. However, if you made a direct rollover to a designated Roth account in the Plan from a designated Roth account in a plan of another employer, the 5-year period begins on January 1 of the year you made the first contribution to the designated Roth account in the Plan or, if earlier, to the designated Roth account in the plan of the other employer. Payments from the designated Roth account that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies).

**If you are not a Plan participant**

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution generally will be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions and the special rules for public safety officers do not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the deceased participant was born on or before January 1, 1936.

**If you are a surviving spouse.** If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½ (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949).

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½ (if the participant was born before July 1, 1949) or age 72 (if the participant was born after June 30, 1949).

**If you are a surviving beneficiary other than a spouse.** If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a QDRO. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a QDRO, you generally have the same options and the same tax treatment that the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). However, payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

**If you are a nonresident alien**

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, *U.S. Tax Guide for Aliens*, and IRS Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

**Other special rules**

If a payment is one in a series of payments for less than 10 years, your choice whether to do a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than \$200 (not including payments from a designated Roth account in the Plan), the Plan is not required to allow you to do a direct rollover and is not required to withhold federal income taxes. However, you may do a 60-day rollover.

Unless you elect otherwise, a mandatory cashout of more than \$1,000 (not including payments from a designated Roth account in the Plan) will be directly rolled over to an IRA chosen by the Plan administrator or the payor. A mandatory cashout is a payment from a plan to a participant made before age 62 (or normal retirement age, if later) and without consent, where the participant's benefit does not exceed \$5,000 (not including any amounts held under the plan as a result of a prior rollover made to the plan).

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information on special rollover rights related to the U.S. Armed Forces, see IRS Publication 3, *Armed Forces' Tax Guide*. You also may have special rollover rights if you were affected by a federally declared disaster (or similar event), or if you received a distribution on account of a disaster. For more information on special rollover rights related to disaster relief, see the IRS website at [www.irs.gov](http://www.irs.gov).

**FOR MORE INFORMATION**

You may wish to consult with the Plan administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, *Pension and Annuity Income*; IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*; IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*; and IRS Publication 571, *Tax-Sheltered Annuity Plans (403(b) Plans)*. These publications are available from a local IRS office, on the web at [www.irs.gov](http://www.irs.gov), or by calling 1-800-TAX-FORM.

Do not send to Home Office