



# Assignment of Life Insurance Policy or Annuity Contract as Collateral

**i** The submission of this form allows RiverSource Life Insurance Co. of New York (RiverSource Life of NY) to disclose to the intended assignee any potential reason that the policy may not be assigned. RiverSource Life of NY reserves the right to reject any assignment requests on forms that have been modified.

Account Number  
\_\_\_\_\_

For RiverSource® annuities held inside a brokerage account, enter 142 for the administration code. For all other products, enter 005.

## Part 1 Owner and Creditor Information

Creditor Name - Company Name or Individual  
\_\_\_\_\_

Creditor Address  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

Policy/Contract Owner Name  
\_\_\_\_\_

Joint Policy/Contract Owner Name  
\_\_\_\_\_

Trust or Entity Name  
\_\_\_\_\_

Amount Assigned (See "Tax Consequences")  
\$ \_\_\_\_\_ Note: If the **Amount Assigned** field is left blank, the entire Policy/Contract is considered assigned.

## Part 2 The Assignment

**i** In this agreement, I, me and my refer to the Owner of the Policy/Contract. You and your refer to the Creditor named above.

By signing this, I assign you an interest in an insurance policy or annuity contract. The interest protects you in case I do not live up to my obligations. The interest I am assigning to you covers the Policy/Contract described above:

Upon the life of \_\_\_\_\_ (Insured or Annuitant)

The type of Insurance Policy/Contract I am assigning is (check only if applicable):

- Modified Endowment Contract (MEC)/Deferred Annuity (see "Tax Consequences")
- Non-Cash Value Policy (see "Non-Cash Value Policy")
- Variable Universal Life/Variable Survivorship (see "Variable Universal Life/Variable Survivorship")
- Automatic Premium Loan Provision (see "Automatic Premium Loan Provision")

Your interest also covers any other Policies/Contracts issued in connection with the above Policy/Contract.

Your interest covers the obligations described below (Select one):

- My obligations to pay every debt I owe you now or may owe you later.
- My obligation to pay the debt covered by the note dated \_\_\_\_\_
- My obligations under "Insurer's Rights" also are covered.

**Part 3 Default**

I will be in default if:

- I do not pay all of my obligations when they are due
- I am in default under any other agreement I have with you
- I file for bankruptcy
- I die
- I do not pay premiums on the Policy

In the event I default, please make the check payable to (Select one):

- Creditor       Owner of the Policy/Contract **and** Creditor

(If no selection is made, we will make checks payable to the Owner of the Policy/Contract and the Creditor jointly.)

**Rights Assigned**

I assign to you all of my rights as owner of the Policy/Contract except the rights described in "Rights Not Assigned" and subject to your obligations described in "Your Obligations", including:

- The right to collect the Policy/Contract proceeds when they become payable because the Insured, Annuitant or Contract Owner dies, or the Policy/Contract matures.
- The right to surrender the Policy/Contract and to receive the surrender value of the Policy/Contract from the Insurer.
- The right to borrow from the Insurer or anybody else, and to assign the Policy/Contract to the lender as security.

**Rights Not Assigned**

Until you surrender the Policy/Contract, I keep the following rights:

- The right to collect any disability benefits payable in cash that do not reduce the amount of insurance.
- The right to change the beneficiary.
- The right to choose any mode of settlement.

**Your Obligations**

You agree as follows:

- If you receive more money from the Insurer than is needed to pay off my obligations to you, you will pay the extra money to me or others as called for by the Policy/Contract.
- You will not surrender the Policy/Contract or borrow from the Insurer unless I am in default.
- If I ask you to, you will forward the Policy/Contract to the Insurer so that the Insurer can amend it to show a change of beneficiary or mode of settlement.

**Insurer's Rights**

The Insurer has all the rights under the Policy/Contract it had before I assigned it to you. The Insurer may deal with you as if you were the only owner of the Policy/Contract. For example, the Insurer may make any payments called for by the Policy/Contract to you alone and without my permission.

**Keeping the Policy/Contract in Force**

You need not pay any premiums or repay loans against the Policy/Contract. If you do, I will repay you. I will pay interest at the highest rate allowed by law on any amounts I owe under this part.

The insurer will notify both you and me if my policy is in danger of lapsing. As part of this agreement I will immediately pay the debt I owe you upon lapse of this Policy/Contract.

**Multiple Creditors**

If this Policy/Contract has been assigned as collateral security to more than one creditor:

1. All rights assigned under Part 2 must be exercised jointly by the multiple creditors.
2. All payments which may be due to the creditors in accordance with the terms of this agreement will be paid to the multiple creditors jointly.

**Tax Consequences****Annuity contracts issued after, or containing earnings on investments received after August 13, 1982:**

I understand that by assigning my (nonqualified) annuity to you, some or all of the earnings that have been deferred inside the contract will become taxable as a deemed distribution and may also be subject to a 10 percent IRS penalty tax for distributions before age 59½.

**Life Insurance:**

If my policy is a modified endowment contract (MEC) as that term is defined in the Internal Revenue Code of 1986, as amended, I understand that by making this assignment to you, some or all of the earnings that have been deferred inside the policy will become taxable as a deemed distribution and may also be subject to a 10 percent IRS penalty tax for distributions before age 59½.



### Non-Cash Value Policy

If this type of insurance policy does not have a cash surrender value, the assignment consists solely of a portion of, or the entire death benefit. In the event the client defaults on his/her collateral obligation there will be no surrender value available for collection.

### Variable Universal Life/Variable Survivorship

Some policies have cash values that may rise or fall depending on market fluctuations. If the cash value decreases and subsequently jeopardizes the coverage the policy provides, you will not be notified.

### Automatic Premium Loan Provision

Some policies have an Automatic Premium Loan provision (APL), which provides for payment of premiums that are 45 days or more overdue by borrowing from the cash value of the policy. If the APL provision applies, a loan will be taken from RiverSource Life of NY. In this event, RiverSource Life of NY will automatically have priority to the extent of premiums paid and interest thereon. In the event this occurs, you will not be notified.

### You have read understand the following:

The insurer is not responsible for notifying the assignee of any claims made against the policy/contract. By signing the assignee understands the provisions of this policy/contract being accepted as collateral.

### Creditor Information and Signature of Authorized Representative

Printed Name of Officer or authorized signatory

Title of Officer or authorized signatory

Signature of Officer or other authorized signatory

Signed Date (MMDDYYYY)

X

### Signature of Policy/Contract Owner and Notary

Policy/Contract Owner Name (please print)

Policy/Contract Owner Signature

Date (MMDDYYYY)

X

#### Notarization

State of:

County of:

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month, Date Yr Name of Creditor's Officer or other authorized signatory

personally appeared before me,  who is personally known to me  
 whose identity I provided on the basis of \_\_\_\_\_  
 whose identity I provided 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..

Notary Name

Signature of Notary

Date (MMDDYYYY)

X

Notary Commission Number

Notary Commission Expiration Date (mm/dd/yyyy)

Notary Seal:



**Corporate Office use only**

Duplicate received and filed at RiverSource Life Insurance Co. of New York on

(MMDDYYYY)

Assistant Secretary (please print)

Assistant Secretary Signature

Date (MMDDYYYY)

**X** \_\_\_\_\_