

# Death Claim Statement

- i** • **If you are a client of Ameriprise Financial, do not use this form.** Please contact your Ameriprise financial advisor or go to [ameriprise.com/forms](http://ameriprise.com/forms) to access servicing forms.
- For questions regarding the completion of this form, call our office at 1-800-333-3437.
- Each beneficiary must complete a separate form.
- This form can be returned by mail or faxed to 612-547-1678.
- 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.

RiverSource Contract Number

**The decedent's RiverSource contract number MUST be entered above.**

## Part 1 Contract Information

Deceased's Full Name  State of Residence  Date of Death

Marital Status:  Married  Widow/Widower  Never Married  Divorced

**For contracts that begin with 9925 only: Special Instructions for Death of Annuitant who IS NOT an Owner**  
 For contracts that begin with 9925, if the Annuitant is not an Owner and the Annuitant dies before the Annuitization Start Date, the Owner becomes the Annuitant unless a Contingent Annuitant has been previously selected. The contract continues, and no death benefit is payable. Select one of the following:

I am the current owner  
 I am the contingent annuitant

Skip to Part 6 and sign (including notary) and date this form (do not complete Part 2 - 4). Return this form to our office along with a Certified Death Certificate. The death benefit is payable if the following applies:

- The Annuitant is an Owner and the Annuitant dies before the Annuitization Start Date.
- The Owner is an entity, not a natural person, and the Annuitant dies before the Annuitization Start Date.

## 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.

**Section A: Non-Trust Beneficiary/Claimant Information**

Complete this section if the beneficiary is not a trust. If the beneficiary is a trust, complete Section B.

Beneficiary Name  Taxpayer Identification Number

Relationship to Deceased  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)  City  State  ZIP Code

Mailing Address (If different than physical address)  City  State  ZIP Code

*Beneficiary/Claimant Information continued on next page...*

**Beneficiary/Claimant Information** continued

**Section B: Trust Beneficiary/Claimant Information - Complete ONLY when a trust is the beneficiary**

Complete this section if the beneficiary is a trust. If beneficiary is not a trust, complete Section A.

**(Signature(s) required in Part 6)**

- If the Tax Identification Number (TIN) provided is not specific to the Trust, mandatory withholding will apply.
- Any amendments that have been made to the trust must be attached to the completed death claim statement.
- **All trustee signatures must be notarized.**
- If current Trust name or date has been amended since being named beneficiary by the decedent, 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		Date of Trust	
Name of Trustee		Phone Number	TIN of Trust Beneficiary/Claimant
Physical Address - Required (P.O. Box not accepted)	City	State	ZIP Code
Mailing Address (If different than physical address)	City	State	ZIP Code

**Trust Information**

What state was the trust created in? State of: \_\_\_\_\_

Is the trust revocable or irrevocable?  Revocable  Irrevocable Grantor  Irrevocable Non-Grantor

**Grantor Information (Revocable Trusts and Irrevocable Grantor Trusts using an SSN)**

How many grantor(s) are named?  1  2

Grantor/Taxpayer Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Is this grantor also a Trustee?  Yes  No

Is this grantor incapacitated or deceased?  Yes  No

Grantor Name \_\_\_\_\_

Is this grantor also a Trustee?  Yes  No

Is this grantor incapacitated or deceased?  Yes  No

**Trustee Information**

How many trustee(s) are named?  1  2  3  4  5

If more than one trustee is named, can all trustees act independently?  Yes  No

If 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 Name \_\_\_\_\_

Date of Birth	Social Security Number	Phone Number	Country of Citizenship
Physical Address - Required (P.O. Box not accepted)	City	State	ZIP Code
Mailing Address (If different than physical address)	City	State	ZIP Code

*Beneficiary/Claimant Information continued on next page...*

Beneficiary/Claimant Information continued

Trustee Name			
Date of Birth	Social Security Number	Phone Number	Country of Citizenship
Physical Address - Required (P.O. Box not accepted)	City	State	ZIP Code
Mailing Address (If different than physical address)	City	State	ZIP Code

**Part 3 Settlement Instructions**

We will pay death benefits based on the destination provided below. However, if the destination information is incomplete or not provided, we reserve the right to issue a check payable to the beneficiary.

Please verify the status and type of contract before completing this form:

- Nonqualified deferred annuities, complete Section A below
- Qualified deferred annuities, complete Section B on page 4
- Annuitized contracts, complete Section C on page 6
- Inherited nonqualified stretch annuities, complete Section D on page 6

**Section A: Nonqualified deferred annuities**

This section is used to elect a mode of settlement for a nonqualified deferred annuity contract. Please verify the status and type of contract before completing this section.

- **Annuitization and inherited nonqualified stretch are only available to you within 12 months of the decedent's date of death** and the first distribution must occur within this time frame.
- 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 or RiverSource Life Insurance Co. of New York (RiverSource Life) 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.

**Choose one of the seven settlement options below (nonqualified deferred annuities only)**

1.  Transfer to a new *RiverSource* inherited nonqualified stretch annuity  
Contract number   
*Please work with an Ameriprise advisor to set up a new RiverSource annuity*
2.  Check to beneficiary/claimant to be mailed to the address provided in Part 2.  
This option allows the beneficiary to receive the contract proceeds in one lump sum.
3.  Transfer to a new or existing *RiverSource* annuity or Ameriprise Financial Services account  
Contract/Account number (required)   
*Death claim cannot be processed without the receiving account number.*
4.  Annuitize and establish a periodic payment plan  
Call our office at 1-800-333-3437 to obtain the Annuitization Options form. This form provides us with the required information needed to establish a payout annuity.

*Settlement Instructions continued on next page...*

●  
Settlement Instructions continued

5.  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 for eligible grantor trusts, spousal claimants, and/or civil union or domestic partners (in approved states):**


- Only available for contracts issued on or after 1/19/1985.
  - As the new owner, you must name a new beneficiary.
  - See Additional Rider Information in Part 6 for important impacts to any riders.
  - 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.
6.  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 below, this option is not available.

**For trust beneficiaries/claimants only**

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*

 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

7.  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.

**Section B: Qualified deferred annuities**

This section is used to elect a mode of settlement for a qualified deferred annuity contract. Please verify the status and type of contract before completing this section.

- **Annuitization is only available to you within 12 months of the decedent's date of death** and the first distribution must occur within this time frame. Most non-spouse beneficiaries must take the account proceeds (and pay the corresponding taxes) within 10 years of the decedent's date of death.
- **An account number is required when transferring the annuity death benefit proceeds to another RiverSource Life 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.

*Settlement Instructions continued on next page...*

**Choose one of the six settlement options below (qualified deferred annuities only)**

1.  Check to beneficiary/claimant to be mailed to the address provided in Part 2.  
This option allows the beneficiary to receive the contract proceeds in one lump sum.
2.  Transfer to a new or existing RiverSource annuity or Ameriprise Financial Services account  
Account number (required)   
*Death claim cannot be processed without the receiving account number.*
3.  Annuitize and establish a periodic payment plan  
Call our office at 1-800-333-3437 to obtain the Annuitization Options form. This form provides us with the required information needed to establish a payout annuity.
4.  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
5.  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. See Additional Rider Information in Part 6 for important impacts to any riders. As the new owner, you must name a new beneficiary.
    - Continue the contract as a traditional IRA or Roth IRA
    - Continue the contract as a TSA, SEP IRA or SIMPLE IRANote: Spouse must be eligible to contribute to the plan. For TSAs, If we do not have an Information Sharing Agreement with the employer, one will need to be signed prior to the spousal continuation being processed.
  6.  Continue the contract as an Inherited IRA: This option is available to spouse and non-spouse beneficiaries
    - **Any living or death benefit riders will terminate if you elect to continue the contract as an inherited IRA.**
    - As the new owner, you must name a new beneficiary.

**IRS Required Minimum Distribution (RMD)**

Complete this section to request an RMD prior to settling the account.

- RMDs are complex and you may want to consult a tax advisor.
- If the decedent had reached his or her Required Beginning Date and had not yet taken their RMD, the beneficiary 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.
- All RMDs will be processed for the amount indicated below and mailed as a check to the address of the beneficiary listed on this form.

**Amount to be taken (This will be processed prior to the settlement option selected)**

IRS RMD Amount \$  (Must indicate a dollar amount)

**Withholding Instructions for RMD**

- **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](http://riversource.com/statetax).
- Please note that taxes withheld per your elections or in accordance with state rules will not be refunded.
- 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.

Settlement Instructions continued on next page...

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**Settlement Instructions** continued

**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**

Withhold 0% federal tax

Withhold 10% federal tax

Withhold at the rate on the Form W-4R attached. The W-4R Federal Withholding Instruction for RiverSource

Death Claims form (Form 117591) may be obtained at: [riversource.com/forms](http://riversource.com/forms) (If this box is checked and no Form W-4R is attached 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 default tax     Withhold default state tax     Withhold  % state tax

**Section C: Payout Annuity Contracts**

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

This section is used to elect a mode of settlement for qualified and nonqualified payout annuities. Please verify the status and type of contract before completing this section.

- 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.
- Prior election of an annuity payment plan is final and cannot be changed and the contract cannot be withdrawn by you or your beneficiary.
- There may be tax implications as a result of claiming a payout annuity. Consult your tax advisor prior to making a claim.

Continuation of payments as provided by the contract

## Section D: Inherited Nonqualified Stretch Deferred Annuity Contract(s)

This section is used to elect a mode of settlement when the decedent owned an inherited nonqualified stretch deferred annuity. Please verify the status and 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.

### Choose one of the two settlement options below (inherited nonqualified stretch annuities only)

1.  Check to beneficiary/claimant to be mailed to the address provided in Part 2.  
This option allows the beneficiary to receive the contract proceeds in one lump sum.
2.  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 number is provided: Account Number

As the new owner, you must name a new beneficiary. Please complete the Customer Service Request form available on [riversource.com/forms](http://riversource.com/forms) to name a new beneficiary.

## Part 4 Withholding Instructions

- **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](http://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 distributions, 20% federal withholding will apply even if you indicate otherwise.
- For all tax-qualified annuities: Withholding is taken from the total amount distributed.
- For nonqualified 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.
- Please consult your tax professional for additional information regarding federal and/or state withholding.

### 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

10% federal income tax will be withheld from the taxable amount unless you make a different withholding election below.

- Withhold 0% federal tax
- Withhold 10% federal tax

- Withhold at the rate on the Form W-4R attached. The W-4R Federal Withholding Instruction for RiverSource
- Death Claims form (Form 117591) may be obtained at: [riversource.com/forms](http://riversource.com/forms). (If this box is checked and no Form W-4R is attached it will be considered not in good order.)

*Withholding Instructions continued on next page...*

Withholding Instructions continued

**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 default tax     Withhold default state tax     Withhold  % state tax

**Annuitized Contracts/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**

Select one

- Withhold 0% federal tax
- Withhold federal default rate (single with no exemptions)

Withhold at the rate on the Form W-4P attached. The W-4P Federal Withholding Instruction for RiverSource

- Death Claims on Annuitized Contracts form (Form 117596) may be obtained at: [riversource.com/forms](http://riversource.com/forms) (If this box is checked and no Form W-4P is attached 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  % of each payment (fixed payouts only)
- 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**

The TIN Certification below pertains to the Taxpayer Identification Number entered in Part 2.

**Check appropriate box for federal tax classification (required):**

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

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 new owner is an Exempt Payee (defined in form W-9 instructions) **Exempt Payee code:**   
See IRS instructions for Form W-9 for exempt payee codes.

**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 new owner 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 new owner 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).

**Qualified and 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.

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

- For the *SecureSource*<sup>®</sup> single life benefit with the 20% credit, the Enhanced Lifetime Base will always be zero and any future 20% credit will not be available.
- If you're claiming a variable annuity with the the Guarantor Withdrawal Benefit, Guarantor Withdrawal Benefit for Life or *SecureSource* single lifetime benefit, the rider will continue and your Annual Lifetime Payment (ALP), if applicable, 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 (and *SecureSource Legacy*<sup>®</sup> death benefit, if applicable) will continue if you are one of the covered spouses established on the contract effective date. Otherwise, the rider(s) terminate.
- 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.
- The *Accumulation Protector Benefit*<sup>®</sup> rider will remain in force and an elective spousal step up may be available. This elective step up would restart the waiting period and may change the rider fee.
- The Return of Purchase Payments, Maximum Accumulation Value, 5% Accumulation, Maximum 5 Year Anniversary Value, Enhanced Death Benefit, or *Enhanced Legacy*<sup>®</sup> benefit will continue if you meet the age limit for the rider, otherwise the rider will terminate. Values may be reset upon continuation.
- For contracts issued in California with the Enhanced Legacy benefit, if the owner and annuitant are no longer the same person at the time of death, the rider will terminate.
- Continuance of the *Benefit Protector*<sup>®</sup> is optional but you must meet age eligibility requirements and the values may reset.
- The *Benefit Protector Plus*<sup>®</sup> will terminate.

**Fixed index annuities only:**

- Any money withdrawn from an indexed account before its maturity date will not receive interest. This includes death claims.
- The market value adjustment, whether positive or negative, will not apply on or after spousal continuation is elected.
- When the beneficiary of an IRA wants to continue the IRA, the money has to be moved into the interim account until the next contract anniversary, when it will be allocated based on beneficiary's election instructions.

**Structured annuities only:**

- When the beneficiary of an IRA wants to continue the IRA contract, the money has to be moved into the interim account until the next contract anniversary. The contract anniversary is determined from the original contract. Prior to the contract anniversary, the new owner of the contract will receive a letter from us, providing them with options to reallocate the funds.

**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.

*Authorizations and Acknowledgements continued on next page...*

### Individual Beneficiary/Claimant Authorizations and Acknowledgements

- The undersigned hereby makes claim to the proceeds of said annuity contract with RiverSource Life Insurance Company (RiverSource Life). Claimant agrees that the written statements, affidavits and all other papers required by RiverSource Life 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 RiverSource Life shall not constitute nor be considered an admission by RiverSource Life that there was any 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. Purchases requested herein will be made only upon approval of the claim and receipt of all new business requirements by RiverSource Life.
- 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.
- There may be tax implications as a result of claiming a deferred annuity. Consult your tax advisor prior to making a claim. Postmortem interest is not guaranteed.
- I hereby declare that I have read the appropriate fraud warning on this form 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.**

### Trust Beneficiary/Claimant 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 or hospital's letter on their letterhead or a death certificate.)
- For irrevocable trusts, a grantor's signature is not required.

You acknowledge 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 as it relates to specific products purchased, including the requirement in any specific agreement that disputes must be resolved through arbitration.

The undersigned trustee(s)/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.

- 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.
- **Each trustee's signature must be notarized, if applicable.** If trustee(s) cannot act independently and multiple signatures are required, make a copy of the signature page for each individual to sign separately and obtain notarization. Submit all pages (including signature pages) together to avoid processing delays.
- RiverSource Life 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 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 from any and all liability, losses, damages and claims of any kind whatsoever, which may rise out of or in connection with RiverSource Life's agreement to accept this certificate.

*Authorizations and Acknowledgements continued on next page...*

Authorizations and Acknowledgements continued

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

Beneficiary/Claimant/Trustee Signature

Date Signed (MMDDYYYY)

X

- If multiple signatures are required (including when trustee(s) cannot act independently), make a copy of this page for each individual to sign separately and obtain notarization (if required). Submit all pages (including signature pages) together to avoid processing delays.
- **For trust beneficiary/claimants or if a third party (e.g., Power of Attorney) is signing on behalf of the beneficiary/claimant**, all signers must have their signature notarized regardless of claim amount.
- **For non-trust beneficiary/claimants**, if the claim is greater or equal to \$10,000, a notary is required.

Notarization

State of : \_\_\_\_\_

County of : \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally appeared before me,  
*Month, Date Yr Name of Claimant*

- 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

Date Signed (MMDDYYYY)

X

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 photocopiable emboss. Electronic notarizations cannot be accepted.

Notary Seal:

\_\_\_\_\_

Notary expiration date \_\_\_\_\_

Note: Fax or mail. A photocopy is acceptable.

## Client Information for the Death Claim Statement - Please Retain for Your Records

Payment of the death proceeds must be approved by RiverSource Life Insurance Company (RiverSource Life). If the death proceeds are to be used to purchase a RiverSource Life product, the claim must first be approved and all new business requirements must be received by RiverSource Life with explicit instructions to use the death proceeds as the purchase payment.

### Death Claims Service

The following items will be required as documentation in order to (a) establish the death of the owner/annuitant, and (b) establish the beneficiary's right to the proceeds of the contract, as follows:

- Complete this form to request death proceeds from a RiverSource Life annuity product.
- Submit the following documents so we can process your claim:
  - RiverSource Life Death Claim Statement
  - If there are multiple beneficiaries, a separate death claim statement form is required for each beneficiary
  - An original, raised seal certified death certificate indicating the cause of death
  - The original contract if available
- State tax waiver or consent to transfer form (check with state department of revenue).
- Other documents may be required depending on the specific circumstances of your Claim (see attached FAQ).
- Please print clearly using blue or black ink, cross through any mistakes (do not use correction fluid) and initial any corrections, or we may not be able to process your claim.

### Beneficiary Information and Signature Instructions

The following beneficiary information provides details regarding form completion requirements for certain claim types, and specific circumstances that require additional documentation. The Signature sections provide instructions regarding which signature(s) should be included with the beneficiary's signature.

#### Trust

- **Beneficiary information** - Provide the Trust's information, including the trust's name and date of trust in the "Name of Beneficiary" field (John Doe Trust, dtd 1-1-01)
  - Provide a Tax Identification Number (TIN) for the Trust for tax reporting purposes
  - Provide copy of the Trust's title page, the page that names the trustee(s) and successor trustee(s) and the signature page.
- **Signature(s)** - The Trustee(s) must sign and indicate either "Sole trustee" or "Co-trustee" selection as appropriate, and have each current trustee sign unless the trust document confers on one trustee the authority to act alone.

#### Estate

- **Beneficiary information** - Provide the estate's information, including the estate name in the "Name of Beneficiary" field (Estate of John Doe).
  - Provide a Tax Identification Number (TIN) for the Estate for tax reporting purposes.
- **Signature(s)** - Sign and indicate either the "Personal representative," "Administrator" or "Executor/Executrix" as appropriate. Submit an original with raised or color-coded seal of the Letters of Administration/Testamentary or other court document appointing the estate's Personal Representative.
- **Important Note-Small Estates** - The estate may qualify as a "small estate" under the Small Estate statute or another similar statute of the decedent's state of residence. If the estate qualifies as a "small estate," we require a copy of the properly prepared affidavit or other form required by the state. State laws vary. Please consult your attorney or tax advisor for more information on small estates.

#### Corporation/Charitable Organization

- **Beneficiary information** - Provide the corporation/charitable organization information, including the corporation/charitable organization name in the "Name of Beneficiary" field (ABC Corporation).
- **Signature(s)** - Sign and write in the title by which you are authorized to act on behalf of the company/charitable organization (Name: Jane Doe, Capacity: ABC Corporation President) in the "Relationship to Deceased" section.

#### Partnership

- **Beneficiary information** - Provide the partnership's information, including the partnership name in the "Name of Beneficiary" field (ABC Partnership).
- **Signature(s)** -- All partners must sign, or the general or managing partner must sign and write in their capacity as Managing Partner or Partner as appropriate in the "Relationship to Deceased" section.

#### Minor/Child

- **Beneficiary information** -- Provide the minor's information, including the minor's name in the "Name of Beneficiary" field (John Doe, minor).
  - Submit an original with raised or color-coded seal of the court document appointing the custodian of the minor child's property/estate (not required if claiming under the Uniform Transfers/Gifts to Minors Act (UTMA)).
- **Signature(s)** -- Sign and write in their capacity by stating their name, relationship (father, mother, etc.), as Custodian of (named child) under the (named state) Uniform Transfers/Gifts to Minors Act. For guardianships, court appointed guardianship documentation may be required by state.

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**Annuity Payment Plans - period elected may not exceed the beneficiary's life expectancy (You must also complete an Annuitization Options Form to elect an annuitization payout plan.)**

- **Life Income<sup>1</sup>**-- Receive payment for the rest of the beneficiary's life. **A birth certificate or driver's license is needed if any Life Income Option is chosen as the payout plan.**
- **Life Income with Guaranteed Period<sup>1</sup>** -- Receive payment for 5, 10, 15 or 20 years certain and continuing thereafter for the rest of the beneficiary's life.
- **Life Income with Installment Refund<sup>1</sup>**-- Receive payment for the rest of the beneficiary's life, with a number of payments guaranteed to be the amount applied divided by the first annuity payment amount.
- **Term Certain** -- Receive payments for a specified number of years (not less than 10 years). The term certain cannot exceed the beneficiary's life expectancy.
- **GWB, GWB for Life, SecureSource or SecureSource<sup>®</sup> 20 rider** -- If you select the GWB, GWB for Life, *SecureSource* or *SecureSource* 20 rider payout option, amount and duration will be calculated based on the remaining benefit amount and the guaranteed benefit payment. Note: This option is only available for contracts that had originally purchased the rider.
- **SecureSource Stages<sup>®</sup>, SecureSource Stages 2<sup>®</sup>, SecureSource 3<sup>®</sup>, SecureSource 4<sup>®</sup>, SecureSource 4 Plus<sup>®</sup>, SecureSource Core<sup>®</sup> or SecureSource Core Plus<sup>®</sup> rider** -- If you select the Principal Back Guarantee (PBG), that amount will be paid out monthly at the Annual Lifetime Payment amount as of the date of death.
- **Continuation of Payments** -- Continuation of payments as provided by contract. If contract had previously been annuitized, this option must be selected. Payments may be reduced after period certain expires.

<sup>1</sup>Requires proof of age.

**Customer Identification Program of USA Patriot Act**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a contract. We will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. If you are opening a contract for a corporation, trust or other entity, we may also ask for copies of the documents showing the existence of the entity.

Note: Contract refers to either an individual contract or a group certificate.

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## Frequently Asked Questions

### Death Claim Statement Form

**Q.** Who is the beneficiary?

**A.** A beneficiary is the person or entity claiming death proceeds under a contract. Each beneficiary must complete a separate claim form.

**Q.** After I complete the claim form, can I fax it to you?

**A.** Yes. You may fax it to 612-547-1678.

**Q.** May I copy this claim form for other beneficiaries use?

**A.** Yes. You may copy the form.

**Q.** Does the signature on the claim form need to be notarized?

**A.** Yes. The claim form does have to be notarized or signature guaranteed.

### Certified Death Certificate

**Q.** Will you accept a copy or fax of the original certified death certificate?

**A.** An original certified death certificate is required if the date of death value is \$200,000 or more. If the date of death value is less than \$200,000, we will accept a copy or fax.

**Q.** What makes it a certified death certificate?

**A.** Certified death certificates would have either a raised seal or a multicolored signature seal from the county, city or state that issued the certificate. In addition, it should contain the signature of an appropriate officer of the county, city or state.

**Q.** Will you accept a certified death certificate with a pending death cause?

**A.** No. We must have a certified death certificate with a final cause of death.

### State Tax Waiver or Consent to Transfer Form

**Q.** What other items are accepted in lieu of the state tax waiver or consent to transfer form?

**A.** A certified court order.

### Deceased Primary Beneficiary

**Q.** If the primary beneficiary is deceased, can I send a copy of the certified death certificate for the deceased primary beneficiary?

**A.** Yes. We only require a copy of the certified death certificate for any deceased beneficiary.

### The Original Contract

**Q.** Will you accept a copy of the original contract?

**A.** No. We require the complete original contract, if available. You may make a copy of the original contract for your records.

**Q.** What if the original contract is lost or otherwise unavailable?

**A.** Simply complete and sign the claim form. By signing the claim form, you are declaring that all original contracts and any duplicates and certificates are lost or otherwise unavailable unless sent in with the claim form.

### Trust Claimant

**Q.** What beneficiary information for a trust do I include on the claim form?

**A.** You need to indicate the name of the trust under "Beneficiary(ies) Name." The trust name should include the date of the trust. For "Beneficiary(ies) Address," indicate a trustee's address where the death proceeds should be delivered.

**Q.** If there are multiple trustees, how many need to sign the claim form?

**A.** Each current trustee must sign the claim form in his/her capacity as Co-Trustee unless the Trust document confers on one trustee the authority to act alone.

**Q.** Why do we require a trust to provide a Tax Identification Number (TIN)?

**A.** A person who is not an individual is required by Federal income tax regulations to furnish a TIN to a payer of income. Thus, a trust must submit its TIN. Some trusts are grantor trusts under Federal income tax law. The trustee of the grantor trust may provide the social security number of a living grantor (a person treated as the owner of the trust under Federal income tax law) instead of the trust's TIN. In the typical case in which there is a single grantor of the grantor trust and that Grantor is the insured who has died, the trustee must furnish the trust's TIN, not the social security number of the grantor/trustee.

### Name Change of the Beneficiary

**Q.** If the beneficiary's name has changed since the last beneficiary designation, what do I provide to validate the name change?

**A.** If a beneficiary's name has changed because of marriage or divorce, we require a copy of the marriage certificate or divorce decree. If the beneficiary's name has changed because of personal preference, we will require a court document indicating the name change from the birth name to the requested name.

### Power of Attorney

**Q.** If I am signing as the Power of Attorney for the beneficiary, what do I need to send in as proof?

**A.** Submit a copy of the executed Power of Attorney (POA) papers which give you the power to collect proceeds. You must sign the annuity claim form and indicate your capacity as "Power of Attorney for the Beneficiary." Example of a proper signature: Jane Doe by John W. Doe, Attorney-in-fact under POA dated MM/DD/YYYY.

### "Surviving" Beneficiary Designations

**Q.** If the beneficiary designation stipulates "surviving" children or siblings or other similar grouping, why do you require a notarized statement from each beneficiary indicating the name of each survivor?

**A.** To validate all applicable beneficiaries and avoid potential disagreements over payment amounts. An agreement among all survivors insures that we pay the proper amounts to the proper parties and greatly reduces the risk of legal action to restore improper or misdirected payments.

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## 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:** For your protection California law requires the following to appear on this form: 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.

**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.

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# **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 plans (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 the 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;

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- 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 a 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 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).

**Do not send to corporate office**

**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 will generally 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 make 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.