



RiverSource Life Insurance Company

829 Ameriprise Financial Center, Minneapolis MN 55474
Client Services: 1-800-333-3437 Fax: 1-612-547-1732 riversource.com



Annuity Divorce Form

RiverSource Contract Number

If you own a RAVA series variable annuity and currently work with an Ameriprise advisor, please contact your advisor. If you own a RAVA 5[®] variable annuity and no longer work with an Ameriprise advisor, please use this form.

Please read this form carefully and choose the one option in Section III that applies to your divorce case. Please sign and return this form along with the required paperwork as described in the "Requirements" section of the option you choose below in Section III.

- Use this form for Annuity Divorce Settlements for Non-Qualified and Individual Retirement Annuity (IRA) contracts. Do not use this form if your contract is a 403(b)/TSA.
- Ex-spouse refers to the ex-spouse of the contract owner of record.

Section I: Owner Information

Owner _____	Joint Owner (if applicable) _____
--------------------	--

Section II: Divorce Decree Instructions

A certified copy of the divorce decree must be included that specifically references the RiverSource Life Insurance Company (RiverSource Life) contract number and clearly states the dollar amount or percentage of the contract to be transferred to the ex-spouse. Enter this amount or percentage below.

Make sure you understand the impact taking this withdrawal will have on your values. Certain riders contain features that may be negatively impacted by taking a withdrawal.

For contracts with a guaranteed withdrawal benefit, if the partial surrenders/withdrawals in any contract year exceed the permitted surrender/withdrawal amount under the terms of the rider, benefits under the rider may be reduced.

If your annuity has the SecureSource 4 PlusSM benefit, any withdrawal taken (including Required Minimum Distributions) before the Base Doubler effective date will permanently set the Base Doubler value to \$0.

If you have a variable annuity with the SecureSource[®] rider, SecureSource Stages[®] rider or SecureSource Stages 2[®] rider and are invested in the Portfolio Navigator Aggressive or Moderately Aggressive fund, taking this withdrawal will move the contract into the Portfolio Navigator Moderate fund. Once you take a withdrawal you may invest in the Portfolio Navigator Conservative, Moderately Conservative, or Moderate fund without affecting your guaranteed benefit values. If you take this withdrawal and later choose to move to one of the more aggressive Portfolio Navigator funds, your guaranteed benefit values will be reset based on the lesser of your contract values or your guarantees at that time.

Indicate the percentage or dollar amount to be withdrawn or transferred. Values shall be determined based on the date of processing. Any as-of values or interest must be calculated by you.

_____ % or \$ _____

- Surrender/Withdrawal charges will not be waived.
- Full Withdrawals: The ex-spouse will receive the full contract value, minus the surrender/withdrawal charges, if any.
- Partial Withdrawals: If an option below is not selected, surrender/withdrawal charges will default to the ex-spouse (non-contract owner's) share.

Select whose share the Partial Surrender/Withdrawal charges should be taken from (if applicable).

- Ex-spouse's share.** Partial Withdrawal based on a dollar amount or percentage as indicated above, surrender/withdrawal charges taken out of ex-spouse's share: The requested dollar amount will be withdrawn, any surrender/withdrawal charges will be taken out of that requested amount. The ex-spouse will receive the dollar amount requested minus any surrender/withdrawal charges.
- Current contract holder's share.** Partial Withdrawal based on a dollar amount or percentage as indicated above, surrender/withdrawal charges taken out of current contract holder's share: The requested dollar amount will be withdrawn and any surrender/withdrawal charges will be added to the requested dollar amount. The ex-spouse will receive the dollar amount requested, the total amount withdrawn will be higher than the requested dollar amount to account for any surrender/withdrawal charges.
- Split the surrender/withdrawal charges.** The surrender/withdrawal charges will be split proportionally to how the contract is divided.



Section III: Divorce Options (Please choose one)

Option 1 — The contract assets are partially or fully withdrawn and distributed directly to the ex-spouse via a check. Direct deposit is not an option.

Requirements:

- Complete Tax Withholding Election below
- Complete Name of ex-spouse and Address below:

Name of ex-spouse

Address

City

State

ZIP Code

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.
- Please note that taxes withheld per your elections or in accordance with state rules will not be refunded.
- 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.
- 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 non-qualified annuities: Withholding is taken from the taxable amount distributed.
- Please consult your tax professional for additional information regarding federal and/or state withholding.

Federal Withholding

10% federal tax will be withheld unless you make a different withholding election below.

- Do not withhold federal tax Withhold 10% federal tax Withhold _____% federal tax-*must be more than 10%*

State Withholding

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

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

RiverSource Life will report this as a taxable event to the contract owner, even if both parties request otherwise. If the contract has joint ownership, the contract owners should indicate who the taxpayer is for the withdrawal. There can be only one taxpayer on the contract. The tax reporting cannot be split between joint owners. Surrender/Withdrawal charges are not waived on contracts within their surrender/withdrawal charge schedule.

Option 2 — The contract is split into two contracts.

A. Requirements if your current contract is Non-Qualified:

Full or Partial 1035 Exchange

- These options require that an application for a new non-qualified annuity be completed and submitted.
- The annuity application must be submitted in the ownership of the final intended owner of the contract.
- A partial 1035 Exchange will require a Transfer of Ownership form.

Select One

Full 1035 Exchange to a New Annuity Contract - Ex-Spouse Taking Ownership of New Contract

Note: This selection will result in the full surrender of your existing annuity contract. The redemption of an annuity may result in surrender charges, rider charges and contract fees. In addition, establishing a new annuity may result in a new surrender charge schedule. If you wish to request a **change of ownership** for the existing annuity instead, use the the RiverSource Transfer of Ownership form found at www.riversource.com/forms.

By signing this form, the owner of the existing annuity contract is authorizing the following:

- Once the application has been completed, a new annuity contract will be established in your name.
- A full 1035 exchange will be processed from your existing annuity in the new annuity, closing your existing contract.
- The ownership of the new annuity will then be changed to that of your ex-spouse.

By signing this form, the ex-spouse is authorizing the following:

- Once the application has been completed, the contract has been established, and the 1035 exchange has funded it, you will become sole owner of a new annuity contract.



Partial Exchange to a New Annuity Contract - Ex-Spouse Taking Ownership of New Contract

By signing this form, the owner of the existing annuity contract is authorizing the following:

- Once the application has been completed, a new annuity contract will be established in your name.
- A partial 1035 exchange will be processed from your existing annuity into the new annuity.
- The ownership of the new annuity will then be changed to that of your ex-spouse.
- You will retain ownership of your existing annuity.

By signing this form, the ex-spouse is authorizing the following:

- Once the application has been completed, the contract has been established, and the 1035 exchange has funded it, you will become sole owner of a new annuity contract.

By signing this form, both the owner of the existing annuity and the ex-spouse acknowledge that:

- A withdrawal from either the new or the existing annuity during the 180-day period following the partial 1035 exchange may result in adverse tax consequences for one or both annuity owners, as described in IRS Revenue Procedure 2011-38. In this situation, the IRS tax treatment may be different than what is reported on Form 1099-R.
- A tax advisor and the other annuity owner should be contacted before any withdrawals are taken from either annuity contract during the 180-day period.

Partial 1035 Exchange to a New Annuity Contract - Ex-Spouse Taking Ownership of Existing Contract

By signing this form, the owner of the existing annuity contract is authorizing the following:

- Once the application has been completed, a new annuity contract will be established in your name.
- A partial 1035 exchange will be processed from your existing annuity into the new annuity.
- The ownership of the remaining balance of your existing annuity will then be changed to that of your ex-spouse.
- You will retain ownership of the new annuity contract.

By signing this form, the ex-spouse is authorizing the following:

- After the 1035 exchange is processed, you will become sole owner of the existing annuity contract.

By signing this form, both the owner of the existing annuity and the ex-spouse acknowledge that:

- A withdrawal from either the new or the existing annuity during the 180-day period following the partial 1035 exchange may result in adverse tax consequences for one or both annuity owners, as described in IRS Revenue Procedure 2011-38. In this situation, the IRS tax treatment may be different than what is reported on Form 1099-R.
- A tax advisor and the other annuity owner should be contacted before any withdrawals are taken from either annuity contract during the 180-day period.

This is not a reportable or taxable event; however, there may be other tax impacts in the future. The investment in the contract is split proportionately. Surrender/Withdrawal charges are not waived on contracts still within their surrender/withdrawal charge schedule. Annuitant will match the owner upon completion of the Transfer of Ownership form. The new contract will have a current issue date and a new surrender/withdrawal charge schedule and cannot be backdated to the original issue date. A free-look option is not available when a new policy is activated due to a divorce. Please see your tax advisor.

B. Requirements if your current contract is an IRA:

- A new application for the ex-spouse with the amount of the withdrawal listed as a trustee-to-trustee transfer for the current tax year.

This is not a reportable or taxable event. Surrender/Withdrawal charges are not waived on contracts within their surrender/withdrawal schedule. The new contract will have a current issue date and a new withdrawal charge schedule and cannot be backdated to the original issue date. A free-look option is not available when a new policy is activated due to a divorce.

Option 3 — The existing IRA contract is partially or fully withdrawn to an IRA at another company in the name of the ex-spouse

Requirements:

- A trustee-to-trustee transfer form from the receiving company that identifies the type of account to which the funds will be moved as well as a letter of acceptance acknowledging the other company will assume custodial/issuer responsibilities of the account.

This is not a reportable or taxable event if done pursuant to the divorce decree. Surrender/Withdrawal charges are not waived on contracts within their surrender/withdrawal charge schedule.

Option 4 — Ownership of entire contract transferred to the ex-spouse

Requirements:

- A RiverSource Life Transfer of Ownership form signed by both the original owner and the new owner. The original owner's signature must be notarized. To access the RiverSource Life Transfer of Ownership form, go to www.riversource.com/forms.
- The original RiverSource Life contract.

This is not a reportable or taxable event. Surrender/Withdrawal charges are not applicable. Any withdrawal done after the transfer of ownership is complete is subject to the contract rules. Annuitant will match the owner upon completion of the Transfer of Ownership form.



Section IV: Acknowledgments, Disclosures and Signatures

Definitions used in this section: "We" and "us" refers to the contract owner and ex-spouse.

In the event of an IRS finding that we are liable for taxes and/or penalties and/or interest or if any other detriment is incurred by us as a result of this transaction, we will not hold RiverSource Life Insurance Company liable. We further agree to indemnify RiverSource Life Insurance Company for any tax penalty that may be incurred as a result of this transaction.

By signing this form, both parties agree that the information provided complies with their understanding of the terms of their divorce decree, property settlement agreement and/or domestic relations order, and that RiverSource Life Insurance Company will not be responsible for settling any disputes that may arise after the contract indicated on this form has been distributed according to the information provided on this form.

We request, authorize and direct RiverSource Life Insurance Company to process the withdrawal.

Note: Owner(s) and ex-spouse signatures are required.

Owner Signature

X _____

Date

Joint Owner Signature (if applicable)

X _____

Date

Ex-spouse Signature

X _____

Date
