



Service address:

RiverSource Life Insurance Co. of New York  
70500 Ameriprise Financial Center Minneapolis, MN 55474



# Pre-Election for Payment of Death Benefits



- Use this form to select in advance the method of payment of death proceeds to the beneficiary.
- Supplement to Life Insurance and Annuity Change of Beneficiary Form 38120.
- If the owner is a corporation, you must also attach the Corporate Resolution of the board of directors, authorizing the change of beneficiary.

Account Number

For RiverSource® annuities held inside a brokerage account, enter the annuity contract number with 142 as the admin code. For all other products, enter 005 as the admin code.

## Part 1 Owner Information

Owner Name

Trust or Entity Name

Client ID

Insured or Annuitant Name (if different than owner)

### A Pre-Elected Mode of Settlement is only available on the following contracts:



- All Life Insurance Policies.
- The following RiverSource Life Insurance Co. of New York nonqualified\*, deferred annuity contracts:
  - All RAVA® Series
  - Fixed annuities
    - Advantage series
    - Bonus series
    - Protected Advantage series

**\*The following exceptions apply:**

- Inherited nonqualified stretch annuities cannot be annuitized after the first distribution, therefore, pre-election for payment of death benefit is not available.
- IRAs and other tax-qualified annuities are not eligible because of the potential for a pre-selected payout plan being in conflict with IRS required minimum distributions.

This form is **not valid** unless used in conjunction with a Life Insurance and Annuity Change of Beneficiary Form 38120 or a current Annuity or Life Insurance application with a valid beneficiary designation. Please reference that "payments will be made subject to pre-elected Form 138048" on the new life or annuity beneficiary designation.

Only RiverSource Life Insurance Co. of New York is authorized to sell insurance and annuities in New York.

Sign on page 2

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**Part 2 Payment of Contract Death Benefits**

- i** Use one form for each individual beneficiary, whether it is a primary or contingent beneficiary.
- Questions concerning the legal effect of this designation should be referred to your attorney.
- The Guarantee Period of annuity payments cannot exceed the life expectancy of the beneficiary. If this occurs, we will adjust the Guarantee Period of the Payout Option you selected to the maximum number of years allowed.

Payout option (select one only)	Guarantee period (select one only)	Payout mode (select one only)
<input type="radio"/> Life Income Non Refund <sup>1*</sup>	N/A	<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semiannual <input type="radio"/> Annual
<input type="radio"/> Life Income with Period Certain <sup>1</sup>	<input type="radio"/> 5 years <input type="radio"/> 10 years <input type="radio"/> 15 years <input type="radio"/> 20 years	<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semiannual <input type="radio"/> Annual
<input type="radio"/> Life Income with Refund <sup>1</sup>	N/A	<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semiannual <input type="radio"/> Annual
<input type="radio"/> Interest Payments (Life Insurance only)	N/A	<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semiannual <input type="radio"/> Annual
<input type="radio"/> Installments for Specific Period <sup>2</sup>	<input type="radio"/> 5 years <input type="radio"/> 10 years <input type="radio"/> 15 years <input type="radio"/> 20 years <input type="radio"/> 25 years <input type="radio"/> 30 years	<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semiannual <input type="radio"/> Annual

<sup>1</sup> Evidence of age required at settlement time for the beneficiary.

<sup>2</sup> For a beneficiary that is not a natural person, installments for a specific period is the only option available.

\* Receive payments for the rest of the beneficiary's life. Payments end upon death of beneficiary.

**Part 3 Acknowledgement, Disclosure and Signatures**

**Request for Pre-Election of Death Benefit Proceeds**

I am the owner of, or applicant for, a life insurance policy or non-qualified deferred annuity ("contract") issued by RiverSource Life Insurance Co. of New York ("Company"). I wish to elect how death benefits under the contract will be paid to my beneficiary.

I understand that this election allows the company to amend and supersede any provisions in the contract, except for spousal joint owner survivorship rights on non-qualified annuity contracts issued after 1/19/85, that allows the beneficiary to make such an election upon the death of the individual identified below.

I understand that this election only applies to the policy/contract number identified above and upon the death of any insured, annuitant or owner that prompts a payout of an insurance policy or annuity contract's death benefit.

I understand that failure of a beneficiary of the contract to submit due proof of death and begin receiving payments within one year of the date of death may result in this designated mode of settlement being void.

If for any reason this designation does not satisfy Internal Revenue Code Section 72 distribution requirements, this designation will be void and the beneficiary will be permitted to elect payment pursuant to the provisions of the contract.

If any election selected would exceed the life expectancy of the beneficiary at the time of claim, the election would be amended to reduce the payout period to the life expectancy of the beneficiary. If the life expectancy of the beneficiary would be less than 5 years, or any payment would be less than the minimum allowed in the contract, the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract.

**Spendthrift Clause.** Except as otherwise specifically provided herein, no beneficiary entitled to any payment here under shall have the right to withdraw, surrender for cash, borrow against, commute, anticipate, encumber, alienate, or assign such payment, or any part hereof, or any interest therein, nor shall such payment, or any part thereof, or any interest herein be in any way subject to such person's debts, contracts, or engagements, nor to any judicial process to levy upon or attach the same payment thereof. No provision of this contract or beneficiary designation shall be construed to prevent the owner or the beneficiary from assigning its interest in this contract to a nursing home or a government agency to qualify for government assistance programs. This clause shall be effective to the extent permitted by law.

Signed in conjunction with Form 38120 or annuity application dated

Owner Name

Owner Signature   Date (MMDDYYYY)

Co-Owner Name

Co-Owner Signature   Date (MMDDYYYY)

Check appropriate box to indicate Marital Status:  
 Single  Married  Divorced  Widowed