

## ANNUITY DEATH CLAIM

We want to ensure you receive your benefit payment promptly, so please complete the applicable sections and be sure to enclose the documentation requested. Each named beneficiary will need to complete a separate claim form. **Please refer to page 7 to ensure that all sections have been completed and all documentation are included prior to mailing. Please type or print clearly to avoid any delays in processing.**

### SECTION 1: ABOUT THE DECEASED

Name: \_\_\_\_\_  
FIRST MIDDLE LAST

Contract Number(s) you are claiming benefits for: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: State: Zip: \_\_\_\_\_ Date of Death: \_\_\_\_\_

The original contract is:  Enclosed  Lost or Destroyed

PLEASE INCLUDE AN ORIGINAL CERTIFIED DEATH CERTIFICATE WITH THIS CLAIM FORM.

### SECTION 2: CLAIMANT DETAILS

Individual Beneficiary Name: \_\_\_\_\_  
FIRST MIDDLE LAST

Non-Individual Beneficiary Name (Trust, Estate, Charity): \_\_\_\_\_

Social Security Number or EIN for Beneficiary: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: State: Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Relationship to Deceased: \_\_\_\_\_

In what capacity are you claiming benefits?

- Named Beneficiary
- Trustee (Include a copy of the Trust Agreement)
- Executor, administrator, or personal representative of the estate (Include court appointment)
- Charity or Corporation (Include copy of the corporate resolution)
- On behalf of a minor child (Include court documents establishing guardianship)
- As Attorney-in-Fact under a Power of Attorney (Include copy of Power of Attorney)
- Other: \_\_\_\_\_

## SECTION 3: DEATH BENEFIT OPTIONS

Details for all death benefit options can be found in the contract. Please also refer to pages 8, 9, and 10 of this claim form for additional information. Consider the death benefit options carefully as once we have processed your request, it is not reversible. The taxable portion of any payment you receive will need to be included in your gross income for tax purposes. Consider consulting a tax advisor before making your decision.

Select one of the 5 options below:

**Option 1:** Continue the Existing Contract (Spousal Continuation)

This option is **only** available if you are the beneficiary and the spouse of the deceased owner under a marriage as defined by state law. This option is **not** available for individuals who have entered into a registered domestic partnership, civil union, or similar relationship recognized by state, whether of the opposite sex or same sex.

I wish to continue the current contract as the owner.

By selecting this option, you will become the owner of the contract and have the right to exercise all ownership rights. The contract effective date will be retained from the original contract and all terms and conditions of the contract will apply. If distributions are taken once you become the owner, withdrawal charges may apply as outlined in the contract.

I wish to move the funds to my existing SLOVAK CATHOLIC SOKOL Annuity Contract # \_\_\_\_\_ which has the same tax qualification type as the current contract.

Remember to complete Section 5: Beneficiary Designation. You will need to name a new beneficiary. The beneficiaries of the original contract owner are no longer valid, so if you do not designate beneficiaries, the death benefit will go to your estate.

**Option 2:** Receive a Lump Sum Payment

If you select this option, you will receive a single payment by check. Your lump sum payment will be equal to the surrender value of the policy.

- If you are a spouse beneficiary and you choose to transfer funds from a **non-qualified** contract to an account at another financial institution, you need to include the 1035 exchange paperwork. A signed acceptance must be enclosed with this claim form.
- If you are a spouse beneficiary and want to transfer funds from your **qualified** contract to your own traditional IRA or to a Beneficiary IRA at another financial institution, the appropriate transfer paperwork and a signed acceptance are required.
- If you are a beneficiary, other than a spouse, and want to transfer the death benefit to your **Beneficiary IRA** at another financial institution, you need to provide the appropriate transfer paperwork, including a signed acceptance. This paperwork confirms that the other financial institution is accepting the funds for deposit into a Beneficiary IRA in your name.

I have attached transfer paperwork

I have requested transfer paperwork from the other company and will be submitted upon completion.

**Option 3:** Receive Payments Over 5 Years

If you select this option, you can spread out the tax liability on withdrawals by receiving the death benefit over 5 years from the date of the contract owner's death. You can request all or a portion of the death benefit at any time. If you should die before the entire death benefit has been distributed, the beneficiary you list in Section 5: Beneficiary Designation will receive any remaining benefits.

**Option 4: Receive Annuitized Payments**

This option is **only** available if your share as a beneficiary is over \$10,000. If you select this option, you will receive the death benefit proceeds as a stream of regular payments.

- For qualified contracts, payments must begin by December 31st following the year of the deceased owner's death.
- For non-qualified contracts, you must receive the first payment within one year from the deceased owner's death.
- Please contact us if you would like a quote of your estimated payment amount.

**There are three ways you can receive your annuity payments. Please choose one of the options below:**

Receive Payments for a Guaranteed Period

If you choose this option, you will receive annuity payments for the guaranteed period selected below. If you should die after payments begin, but before the guaranteed period has expired, your beneficiary will receive the remaining payments.

Select your guaranteed period. The guaranteed period cannot exceed your life expectancy.

- 5 years     10 years     15 years     20 years

Select the frequency to receive payments. If you don't choose an option, we will pay you monthly.

- Monthly     Quarterly     Semiannually     Annually

Receive Payments for Life with a Guaranteed Period

If you choose this option, you will receive annuity payments for the rest of your life with a guaranteed payment period selected below. If you should die after payments begin, but before the guaranteed period has expired, your beneficiaries will receive the same payments for the balance of the guaranteed period.

Select your guaranteed period. The guaranteed period cannot exceed your life expectancy.

- 5 years     10 years     15 years     20 years

Select the frequency to receive payments. If you don't choose an option, we will pay you monthly.

- Monthly     Quarterly     Semiannually     Annually

Receive Payments for Life (No Refunds)

If you choose this option, you will receive annuity payments for the rest of your life. When you die, payments will stop, and your beneficiaries will **NOT** receive additional payments. Depending upon when you die, the total amount of all the payments you have received may be less than the value of the annuity. You must also sign an additional disclaimer for this option.

Select the frequency to receive payments. If you don't choose an option, we will pay you monthly.

- Monthly     Quarterly     Semiannually     Annually

**Option 5: Receive Payments Over Life Expectancy (Stretch Option)**

If you select this option, you will receive annual payments based on the life expectancy tables for beneficiaries. If you should die before all the payments have been made, your beneficiaries will continue to receive the payments you would have received had you lived.

You must receive the first annual payment within one year from the date of the deceased owner's death. For qualified contracts, payments must begin by December 31st following the year of death. After this time, the option to receive annual payments over life expectancy is no longer available.

Please send my payment annually in the month of \_\_\_\_\_.

## SECTION 4: TAX WITHHOLDING INFORMATION

If you select Option 2: Receive a lump sum payment, Option 4: Receive annuitized payments or Option 5: Receive payments over life expectancy, you must select a tax withholding option below.

Please note that if you do not ask us to withhold enough federal income tax, you may be responsible to pay an estimated amount. You may also incur penalties under the estimated tax rules if your estimated tax payments are not sufficient. You should consult a tax advisor before selecting a withholding option below.

All or part of the death benefit payments you receive may be subject to federal income tax and may need to be included in your gross income for tax purposes.

Please select one of the options below. Please note that if you do not choose one of the options, we will NOT automatically withhold federal income tax and once the payment has been sent to you, we will not be able to reverse the transaction.

- I have read the above information and **I DO NOT** want to have federal income tax withheld.
- I have read the above information and **I DO** want to have federal income tax withheld as follows:  
Flat amount of \$ **OR** Percentage of the taxable portion %

---

## SECTION 5: BENEFICIARY DESIGNATION

You do not need to complete this section if you selected Option 2: Receive a lump sum payment or under Option 4: Receive annuitized payments, you selected Receive payments for life (No refunds). It needs to be completed for all other death benefit payment options.

- Percentages must total 100%
- If you have more than 4 beneficiaries, please list them on a separate sheet, signed and dated by you.
- If a beneficiary is not designated, then we will pay any remaining benefits to your estate.
- If you do not indicate the % you wish each beneficiary to receive, the surviving beneficiaries will share equally.

**Beneficiary 1:** Percentage: \_\_\_\_\_% Select one:  Primary  Contingent

Individual Beneficiary Name: \_\_\_\_\_  
*FIRST MIDDLE LAST*

Non-Individual Beneficiary Name (Trust, Estate, Charity): \_\_\_\_\_

Social Security Number or EIN for Beneficiary: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: State: Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Relationship to Deceased: \_\_\_\_\_

**Beneficiary 2:** Percentage: \_\_\_\_\_% Select one:  Primary  Contingent

Individual Beneficiary Name: \_\_\_\_\_  
*FIRST MIDDLE LAST*

Non-Individual Beneficiary Name (Trust, Estate, Charity): \_\_\_\_\_

Social Security Number or EIN for Beneficiary: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: State: Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Relationship to Deceased: \_\_\_\_\_

**Beneficiary 3:** Percentage: \_\_\_\_\_% Select one:  Primary  Contingent

Individual Beneficiary Name: \_\_\_\_\_  
FIRST MIDDLE LAST

Non-Individual Beneficiary Name (Trust, Estate, Charity): \_\_\_\_\_

Social Security Number or EIN for Beneficiary: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: State: Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Relationship to Deceased: \_\_\_\_\_

---

## SECTION 6: CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (SUBSTITUTE W-9)

If you are claiming death benefit payments as a U.S. person, the IRS requires you to agree to the following statements.

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).

Under penalty of perjury, I certify that:

1. The Taxpayer Identification Number shown on this form is my correct taxpayer identification number or I am waiting for a number to be issued to me.

*If the IRS has notified you that you are subject to backup withholding because you failed to report interest or dividends on your tax return, you must cross out item 2 below.*

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 above), and
4. I am exempt from FATCA reporting.

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

## SECTION 7: FRAUD NOTICE

**IMPORTANT: This is part of the claim form. Please review the applicable fraud notice required by your state of residence.**

All states other than those listed below: 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 - 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.

Arkansas - 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.

Arizona - 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 - For your protection California law requires the following to appear on this form. Any person who knowingly presents 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 - 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.

District of Columbia - **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Delaware - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Florida - 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.

Idaho - Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony.

Indiana - Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Kentucky - 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.

Louisiana - 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.

Maine - 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.

## SECTION 8: SIGNATURES

As the authorized signer, please sign and date below in the appropriate space. If you do not sign and date this page, we will not be able to process your claim. Slovak Catholic Sokol reserves the right to request additional information we consider necessary to pay the claim.

By signing, I acknowledge and represent that all information provided in this claim form is true, accurate, and complete to the best of my knowledge and I authorize Slovak Catholic Sokol to process the requested death benefit payment as indicated. I am aware that this transaction is NOT reversible. Once a payment has been made, any federal withholding or lack thereof cannot be reversed.

Your Signature: \_\_\_\_\_ Signed Date: \_\_\_\_\_

**OR**

Trustee's Signature: \_\_\_\_\_ Signed Date: \_\_\_\_\_

As Trustee of the: \_\_\_\_\_  
*TRUST NAME*

**OR**

Executor/Administrator Signature: \_\_\_\_\_ Signed Date: \_\_\_\_\_

Executor: \_\_\_\_\_ as Executor/Administrator of the Estate of: \_\_\_\_\_  
*EXECUTOR NAME* *DECEASED NAME*

**OR**

Corporate Authorized Signature: \_\_\_\_\_ as \_\_\_\_\_  
*TITLE*

Of \_\_\_\_\_ Signed Date: \_\_\_\_\_  
*COMAPANY NAME*

**OR**

Attorney-in-Fact Signature: \_\_\_\_\_ Signed Date: \_\_\_\_\_

Power of Attorney: \_\_\_\_\_  
*PRINCIPAL NAME*

---

### TO ENSURE YOU RECEIVE YOUR BENEFIT PAYMENT PROMPTLY, PLEASE CHECK TO MAKE SURE YOU HAVE:

- Selected the death benefit payment option in Section 3
- Made a tax withholding election in Section 4
- Read and agreed to the certification of your taxpayer ID terms in Section 6
- Enclosed an original certified death certificate and other documentation, such as trust documents, power of attorney papers, or any other required forms
- Returned the original policy contract or checked the lost or destroyed box
- Signed and dated on the appropriate line in Section 8

Pages 8, 9, and 10 are for reference only and are not required to be returned with the rest of the annuity claim form.

## **PLEASE NOTE:**

**NO FAXED OR EMAILED DOCUMENTS WILL BE PROCESSED OR ACCEPTED.**

### **Mailing address:**

Slovak Catholic Sokol  
PO Box 899  
205 Madison Street  
Passaic, NJ 07055

### **Phone numbers:**

973-777-2605

800-886-7656

### **Website:**

[www.slovakcatholicsokol.org](http://www.slovakcatholicsokol.org)

---

## **NON-QUALIFIED ANNUITIES**

With respect to non-qualified annuities, the payment options are controlled by the annuity contract without regard to the tax implications under applicable IRS regulations. The payment option selected could have both financial and tax implications of concern to the recipient, it is not the role of SLOVAK CATHOLIC SOKOL to provide members or beneficiaries with either financial or tax advice. They are urged to contact their financial advisor in selecting whatever payment option they feel is most suitable to their situation and they should be urged to consult with their tax advisor with respect to the tax implications of any payment options being considered.

On page four of the non-qualified annuity contract, the available death benefit payment options are set forth.

These would include:

1. Payment in one lump sum to be accomplished within one year from the date of the annuitant's death.
2. Payments in either equal or unequal installments over a period of not more than five years from the date of the annuitant's death, with the beneficiary being required to elect this option within one year from the date of death.
3. Equal installments over a period based on the life expectancy of the beneficiary, which again must be an option elected by the beneficiary within one year from the date of death.
4. Equal installments based on a lifetime annuity issued to the beneficiary, but any guaranteed payment period may not exceed the then existing life expectancy of the beneficiary, which again must be an option selected by the beneficiary within one year from the date of death.

In all cases, payments must begin within one year after the date of death.



## QUALIFIED ANNUITIES

With respect to qualified annuities (IRAs), the primary concern related to compliance with qualified annuity IRS regulations is that if a required distribution is not made either by the annuity owner or the beneficiaries following the owner's death, any shortfall is taxable at a 50% penalty rate. The required beginning date (RBD) for an IRA annuity is April 1st of the calendar year following the calendar year in which the owner attains the age of 70 ½. A non-spouse beneficiary may calculate his or her required minimum distributions (RMDs) over a term of years equal to his or her life expectancy as determined in the year following the year of the owner's death. This is applicable whether the owner died before or after he began making RMDs. Distributions to the beneficiary must commence by 12/31 of the year following the year of the owner's death. If there is more than one beneficiary (number of beneficiaries determined as of 9/30 of the year following the owner's death – additional time to see if any disclaim their right to receive), the life expectancy of the beneficiary with the shortest life expectancy will be used to calculate post-death RMDs, unless the IRA has been spilt into separate IRA's for each beneficiary before 12/31 of the year following the year of the owner's death. If such a spilt does occur, the payout schedule from each IRA is determined with reference to each beneficiary's own life expectancy. For non-individual beneficiaries, such as charities, estates and certain trusts, the minimum distribution period following the owner's death (if the owner had already attained his or her RBD) is the owner's life expectancy calculated in the year of death, reduced by one for each subsequent year. In those cases, involving non-individual beneficiaries where the owner has died before attaining his or her RBD, the non-individual beneficiary must withdraw the owner's entire IRA no later than 12/31 of the year in which the fifth anniversary of the owner's date of death occurs.

RMDs from an IRA must be made at least annually. If a distribution is withdrawn in a given year in excess of the RMD, that excess may not be used to decrease the RMD for the following year. The IRS may waive or reduce the penalty for failure to take a RMD in a given year, but only upon a showing of reasonable cause and an effort to correct the error as soon as it is discovered. If the owner dies before taking his or her RMD for a given year, the beneficiaries must withdraw the distribution before the end of the year in which the owner's death occurs. The amount withdrawn must be the same as if the owner were still alive. If the owner dies after RMDs have begun, distributions must commence by 12/31 of the year following the year of the owner's death.

If the qualified annuity owner dies before RMDs have begun and the designated beneficiary is an individual, other than the owner's spouse, the beneficiary may choose one of the following options for payout

1. Having the entire remaining interest in the annuity distributed no later than the end of the year in which the fifth anniversary of the owner's death occurs; or
2. Have the entire remaining interest distributed over a period based on the beneficiary's life expectancy, starting by 12/31 of the first calendar year following the year of the owner's death.

If the beneficiary is not an individual (or if there are multiple beneficiaries which include among them a non-individual) and the non-individual beneficiary's interest has not been cashed out by 9/30 of the year following the year of the owner's death, the entire annuity must be fully distributed no later than 12/31 of the year in which the fifth anniversary of the owner's death occurs. In those cases where a five-year payout is required, it need not be paid out on an installment basis. In other words, the entire annuity balance may be distributed in a single balloon payment at the end of the fifth year, so long as the entire payout occurs by the end of the fifth year.

The payment option selected could have both financial and tax implications of concern to the recipient, it is not the role of SLOVAK CATHOLIC SOKOL to provide members or beneficiaries with either financial or tax advice. They are urged to contact their financial advisor in selecting whatever payment option they feel is most suitable

to their situation and they should be urged to consult with their tax advisor with respect to the tax implications of any payment options being considered.

## **INHERITED IRA**

If you inherited a traditional IRA from anyone other than a deceased spouse, you cannot treat the inherited IRA as your own. This means that you cannot make any contributions to the IRA. It also means you cannot roll over any amounts into or out of the inherited IRA. However, you can make a trustee-to-trustee transfer as long as the IRA into which amounts are being moved is set up and maintained in the name of the deceased IRA owner for the benefit of you as beneficiary.

Like the original owner, you generally will not owe tax on the assets in the IRA until you receive distributions from it. You must begin receiving distributions from the IRA under the rules for distributions that apply to beneficiaries.

Inherited IRA must be established by December 31st of the year following the year the IRA owner's death to take payments over life expectancy

### **IF IRA OWNER DIES PRIOR TO TAKING MINIMUM DISTRIBUTIONS:**

The entire IRA must be distributed under one of the following two rules, choice must be made by the end of the year following the owner's year of death:

Rule 1 – By December 31st of the fifth year following the owner's death

Rule 2 – Over the life of the designated beneficiary (no longer) (Use Single Life Expectancy Appendix C IRS codes and tables)

No minimum annual withdrawal required.

### **IF IRA OWNER DIES AFTER TAKING MINIMUM DISTRIBUTIONS:**

The deceased owner's RMD cannot be transferred in the year of death.

Beneficiary must take RMD by December 31 of the year following year of IRA owner's death.