

**ANNUITY DEATH CLAIM FORM**

Please provide the Contract Number under which the claim is made

**INSTRUCTIONS FOR COMPLETING ANNUITY DEATH CLAIM FORM**

**1. Complete this Claim Form**

- a. This form should be completed in full detail by the named beneficiary claimant who should sign the form. If there is more than one beneficiary, each one should complete a separate form.
- b. If the beneficiary is the Estate of the Insured, this form should be completed by the Executor or Administrator of the Estate and must be submitted with the properly certified letters of administration. Where a beneficiary signature is required, it shall be understood that the individual signing is signing in his or her capacity as the Executor or Administrator of the Estate.
- c. If the beneficiary is a Trust or other entity, this form should be completed by the Trustee/Authorized Individual and Section 8 at the back of this form must be completed. Where a beneficiary signature is required, it shall be understood that the individual signing is signing in his or her capacity as the Trustee/Authorized Individual.
- d. If the beneficiary is a minor, this form must be completed by his or her legal appointed guardian and must be submitted with certified letters of guardianship. Where a beneficiary signature is required, it shall be understood that the individual signing is signing in his or her capacity as the Guardian of the minor beneficiary. In the event no guardian is to be appointed, contact the Company for further instructions.
- e. If a Power of Attorney (POA) is acting for the beneficiary, where beneficiary signature is required, it shall be understood that the individual signing is signing in his or her capacity as POA. A complete, current copy of the power of attorney document must be submitted with this form.
- f. If the beneficiary's name has changed, a copy of a marriage certificate, divorce decree, or other legal documentation should be submitted with the completed form.
- g. Annuity death benefit elections have tax consequences. An election cannot be changed once processed. We strongly recommend you consult your tax advisor before selecting an option below.

**2. Enclose Certified Death Certificate** – A certified death certificate with cause of death for the insured should be provided.

**3. Enclose Contract** – Unless you have elected to continue the contract as owner, the annuity contract or contracts should be included with the claim papers.

**4. Enclose Proof of Age** – If Option 5 (Payments Over Your Lifetime) is elected, please enclose proof of age with your completed Claim Form. Proof of age includes a copy of your birth certificate, driver's license, passport, or other government issued I.D.

**1. DECEASED INFORMATION**

Full Name of Deceased

List all names Deceased was known by

Address

City

State

Zip

Date of Birth

Date of Death

Place of Death

Cause of Death

## 2. BENEFICIARY (CLAIMANT) INFORMATION

Name of Beneficiary		Daytime Telephone Number	
Relationship to Deceased	Date of Birth/Trust	Social Security or Tax ID Number	
Address	City	State	Zip
Email Address		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
You are completing this form as:		<input type="checkbox"/> Beneficiary <input type="checkbox"/> POA <input type="checkbox"/> Executor	
<input type="checkbox"/> Administrator <input type="checkbox"/> Trustee		<input type="checkbox"/> Guardian <input type="checkbox"/> Other (explain) _____	

## 3. DEATH BENEFIT OPTION ELECTION

Please select a death benefit option below. Eligibility requirements apply.

Refer to the Section 9 (Description of Annuity Death Benefit Options) before making your selection.

- ☐ **Option 1. Continuation of the Contract as Owner (surviving spouse sole primary beneficiary only).** Please also complete Section 4 (Beneficiary Designation) below.
- ☐ **Option 2. Lump Sum Payment.** Please also complete Section 5 (Tax Election) below.
- Payment Method
- ☐ By Check
- ☐ By Electronic Funds Transfer (please complete EFT Authorization Form)
- ☐ **Option 3. Deferral Up to Five Years.** Please also complete Sections 4 (Beneficiary Designation) and 5 (Tax Election) below.
- ☐ **Option 4. Deferral Up to 10-Years (IRA plans only).** You can elect a preferred automatic payment plan below. If none elected, we will defer distributions until the earlier of the expiration of the 10-year period or as may be subsequently requested by you in writing.
- ☐ Defer payment for 10 years
- ☐ Equal payment over 10 years, with payments (Select one - we will pay annually if no selection made):
- ☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually Requested start date: \_\_\_\_\_
- ☐ **Option 5. Payments Over Your Lifetime (limited to non-qualified plans, or surviving spouse or other EDB for qualified plans).** Please submit proof of sex and age and indicate the frequency of distribution and start date below. Please also complete Sections 4 (Beneficiary Designation) and 5 (Tax Election) below.

**Distribution Frequency** (Select one - we will pay annually if no selection made):

☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date: \_\_\_\_\_ (Cannot be 29th, 30th or 31st of a month. If left blank, we will default to the date the claim is processed)

**Note:** The start date selected must be no later than one year from the date of death of the decedent (or December 31st of the year following the date of death of the decedent for qualified plans)

Continued on Page 3.

### 3. DEATH BENEFIT OPTION ELECTION (CONTINUED)

- ☐ **Option 6. Annuitization Option.** We will send you additional information and forms needed to process this option.
- ☐ **Option 7. Transfer.** Please complete the information regarding the financial institution to which the funds will be sent below.

**IMPORTANT: A letter of acceptance is required from the institution named below before we can process this election.**

Institution Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Please select ONE option below:

☐ 1035 Exchange

☐ Trustee to Trustee Transfer

☐ Direct Rollover

### 4. BENEFICIARY DESIGNATION

Please complete if you elected Option 1, 3, 4, or 5 above in order to designate a beneficiary in the event of your death. If a beneficiary designation is not in place, any proceeds due at your death will be paid in a lump sum to your estate. Designations in each category must equal 100%. Contingent beneficiaries will receive payment only if there are no surviving primary beneficiaries.

#### PRIMARY BENEFICIARY INFORMATION

Beneficiary				Social Security # or Tax ID #	
Address (Number, Street, Apt. #)		City		State	Zip Code
Date of Birth	Relationship to You	Percent of Proceeds	Telephone Number	Email	
Beneficiary				Social Security # or Tax ID #	
Address (Number, Street, Apt. #)		City		State	Zip Code
Date of Birth	Relationship to You	Percent of Proceeds	Telephone Number	Email	

#### CONTINGENT BENEFICIARY INFORMATION

Beneficiary				Social Security # or Tax ID #	
Address (Number, Street, Apt. #)		City		State	Zip Code
Date of Birth	Relationship to You	Percent of Proceeds	Telephone Number	Email	
Beneficiary				Social Security # or Tax ID #	
Address (Number, Street, Apt. #)		City		State	Zip Code
Date of Birth	Relationship to You	Percent of Proceeds	Telephone Number	Email	

## 5. TAX WITHHOLDING ELECTION

### Instructions - please read before making your tax withholding election below.

- The taxable portion of your distribution is subject to federal (and potentially state) withholding unless you elect not to have withholding apply. If you elect not to have withholding apply, you are liable for payment of taxes on the taxable portion of your benefit payment. You may also be subject to tax penalties under the estimated tax rules if your payments of estimated tax and withholding, if any, are not adequate.
- If no federal withholding election is made below, we will default to 10% federal withholding.
- State withholding is based on your state's rules. Required state tax withholding rules will supercede any election made. No state withholding will be taken for states where withholding is not available. If no state tax election is made, no state tax will be withheld unless required by the state. If a state requires a completed state tax form for certain elections, the default state tax percentage will apply unless such form is submitted with your claim.
- Federal withholding must be elected if state withholding is elected - if state withholding is elected and federal withholding is not, we will default to 10% federal withholding.
- If you are a non-U.S. person, we are required to withhold 30% unless you are a citizen of, and reside in, a country with which the United States has an income tax treaty. In order for the Company to apply a lower treaty rate, your United States Taxpayer Identification Number (TIN) must be provided on a completed and signed IRS Form W-8. If such form has not been received and all other documents necessary to settle the claim have been received, we will proceed with settlement of the claim and withhold 30%.
- You should consult with your tax advisor as to tax withholding requirements and options.
- This election remains in effect until you revoke it or give new instructions in writing.

### Federal Withholding Election (choose A or B below)

- ☐ A. **Do not** withhold federal income taxes.
- ☐ B. **Do** withhold federal income taxes at the rate of \_\_\_\_\_. The percentage elected must equal at least 10% of the taxable portion of your distribution. If the amount requested is less than 10% of the taxable portion of your distribution, we will withhold 10%.

### State Withholding Election (if applicable) (choose A, B or C below)

Beneficiary's State of Residence: \_\_\_\_\_

- ☐ A. **Do not** withhold state income taxes unless required by law.
- ☐ B. **Do** withhold state income taxes at the applicable rate.
- ☐ C. **Do** withhold state income taxes at the following rate or dollar amount (choose one only): \_\_\_\_\_% or \$\_\_\_\_\_.

## 6. LOST POLICY CERTIFICATION

By my signature on page 5 of this form, I certify that, unless I am eligible to and have elected to continue the contract in Section 3 above, any annuity contract listed on this form which is not returned with this form has been lost or destroyed. I also certify that no persons, corporations, or associations have any claim or interest in said contract(s) by virtue of sale, assignment, gift, or pledge thereof, or otherwise. I agree that should said contract(s) be found or come into my possession, I will immediately return it to the insurer. I hereby release the insurer from any obligation under this contract(s) and will hold insurer harmless from all loss or injury which may result from its payment of the death benefit proceeds of the contract(s) to me.

## 7. ACKNOWLEDGMENT AND CERTIFICATIONS

I have read this Claim Form, the Description of Annuity Death Benefit Options, the State Fraud Warnings and other enclosed forms. By signing below, I certify that the information I have provided with this form is complete and true. I understand that the Company does not provide tax advice and that I should consult my tax advisor regarding any tax consequences associated with this claim. I shall not bring a claim against the Company or its affiliates or its or their employees, officers, directors or agents arising out of information provided herein or tax consequences resulting from the death benefit election

### W-9 CERTIFICATION

If you are requesting payments as a U.S. person, the IRS requires you to agree to the following statements. If you are not a U.S. person, please contact us for the appropriate form.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (TIN), or I am waiting for a number to be issued to me, **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 U.S. person (including a U.S. resident alien); **and**
4. I am not subject to FATCA reporting because I am a U.S. person and the account is located within the United States.

**Certification instructions.** Please strike any incorrect items above. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

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

I acknowledge that I have read the attached State Fraud Warning Notices. **Residents of NY:** Any person who knowingly and with intent to defraud any insurance company or any 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 claim for each such violation.

X \_\_\_\_\_

Signature of **Claimant**

\_\_\_\_\_  
Name of **Claimant** (Please Print)

\_\_\_\_\_  
Title (e.g. Trustee, Guardian, Executor, Power of Attorney)

\_\_\_\_\_  
Date

**If Beneficiary is a Trust or other Entity, continued on Page 6.**

## 8. ENTITY BENEFICIARY CERTIFICATION

**Complete ONLY if Beneficiary is a Trust or other Entity.**

Entity is a: ☐ Trust ☐ Corporation ☐ Other (specify): \_\_\_\_\_

☐ Check if this is not a U.S. Entity (if this box checked, the W8-BEN-E is required).

If a Trust:

Type of Trust: ☐ Grantor Trust ☐ Irrevocable Non-Grantor Trust ☐ Other: \_\_\_\_\_

☐ Please check here if one or more of the beneficiaries of the trust is considered a "skip person" as defined by the Internal Revenue Code. (A "skip person" is a person who is two or more generations below the grantor of the trust or an unrelated person who is at least 37 ½ years younger than the grantor.)

The document and/or agreement creating and/or organizing the above entity, if applicable, is referred to herein as the "Operative Agreement."

Does the Operative Agreement authorize more than one individual to act on behalf of the entity? ☐ Yes (list below) ☐ No

Authorized Individual/Trustee Name(s): \_\_\_\_\_

Authorized Individual/Trustee Name(s): \_\_\_\_\_

If there is more than one Authorized Individual/Trustee named in the Operative Agreement, does the Operative Agreement expressly provide that each such person can act individually and without the consent of other Authorized Individual(s)/Trustee(s)? (This question does not apply to corporations.) ☐ Yes ☐ No ☐ N/A

*If "No," the signatures of all Trustee(s) are required to claim a death benefit under the annuity.*

By signing this Annuity Claim form, the Authorized Individual(s)/Trustee(s) whose signature(s) appear below represent, warrant and certify that the representations made in this certificate are true, complete and accurate, that the Entity is active and in compliance with state and federal laws, and that the Operative Agreement has not been revoked, modified or amended in any manner which would cause the representations contained herein to be inaccurate.

The Company will rely on this Certification and will not be held liable for any act taken by it pursuant to and in reliance on this Certification unless and until it receives a written amendment regarding the Operative Agreement, written notice of change in Authorized Individual(s)/Trustee(s), written notice of any events affecting the powers of the Authorized Individual(s)/Trustee(s) indicated above or of any other changes in the representations made herein. The Authorized Individual(s)/Trustee(s) agree to send written notice promptly to the Company of the same.

The Authorized Individual(s)/Trustee(s) hereby agree, on behalf of themselves and the entity which they represent, to jointly and severally indemnify the Company and its affiliates, and each of their officers, directors, employees, and agents from, and hold such persons harmless against, any claims, losses, judgments, surcharges, settlement amounts, or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of or related to any actual or alleged negligent, improper or unsuitable acts or omissions taken by the Company upon the instruction of such Authorized Individual(s)/Trustee(s) in connection with the annuity contract and this claim. This indemnification is made by the Authorized Individual(s)/Trustee(s) both in their capacities as Authorized Individual(s)/Trustee(s) for the Entity and in their individual capacities, and shall not be limited by the Authorized Individual(s)/Trustee(s) provision to the Company of independent documentation concerning the representations made herein.

**This section must be signed in order for the claim to be processed.**

\_\_\_\_\_  
Authorized Individual/Trustee Signature

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Individual/Trustee Signature

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

*Please use a separate sheet to add any additional names and signatures as may be required.*

## 9. DESCRIPTION OF ANNUITY DEATH BENEFIT OPTIONS

The following summarizes options available to a beneficiary entitled to a death benefit under an annuity contract. Consider these options carefully, as your election cannot be changed once the claim is processed. Death benefit distributions under an annuity contract have tax consequences – please consult your tax advisor before making an election.

**Option 1 Continuation of the Contract as Owner (available only for surviving spouse who is sole primary beneficiary).**

In lieu of receiving a distribution of a death benefit, a surviving spouse under federal tax law who is the sole primary beneficiary of an annuity contract may elect instead to continue the annuity contract as the Owner, with the ability to exercise all ownership rights. Future withdrawals will be subject to any applicable withdrawal charge or MVA in the contract and also will be subject to any applicable taxes, including the 10% tax penalty for withdrawals prior to age 59 ½. For IRAs, any RMD amount in the year of death will be based on the age of the original owner (the owner as of January 1st in the year of death); going forward, in all future years, the RMD amount will be based on the surviving spouse as new owner. *Note: In certain contracts, if the decedent's surviving spouse is a joint owner, he or she will be considered the sole primary beneficiary and as such can exercise this or other options listed below.*

**Option 2 Immediate Lump Sum Payment.** We will pay the claim amount in a single check payable to you. The taxable portion of the payment is reported as taxable income in the year the check is issued.

**Option 3 Payment Deferral of up to 5 Years.** This option allows you to delay distribution of the proceeds for up to 5 years. Funds will earn interest until distributed. Subject to minimum withdrawal requirements, you may withdraw all or part of the funds at any time. Tax penalties for early withdrawals do not apply. Gain or interest will be distributed first as withdrawals are taken. Any amount distributed, if taxable, will be reported to the IRS and to you on a form 1099-R for the calendar year in which the money was distributed. At the 5th anniversary of the owner's death (December 31st of the year following the 5th anniversary of the owner's death for IRAs), we will automatically distribute any remaining proceeds in a lump sum to you, or, if you are deceased, to your designated beneficiary or otherwise to your estate. If you elect this option, we will mail you a Supplemental Contract setting forth the terms. ***This option is not available for IRAs if the owner had reached the Required Beginning Date for RMDs.***

**Option 4 Payment Deferral up to 10 Years.** This option is available to IRA plans only. Features are as explained with respect to Option 3 above except that the full proceeds are distributed by December 31st of the 10th year following the owner's death. You may elect certain automatic payment frequencies, which may be revised at any time. Additional withdrawals may be taken upon written request. If you elect this option, we will mail you a Supplemental Contract setting forth the terms. (Note: Additional restrictions may apply based on interpretation of current tax laws, consult a tax advisor prior to selecting this option.)

**Option 5 Payments Over Your Lifetime.** This option allows you to schedule certain minimum distributions over your lifetime based on your life expectancy. These distributions must be taken at least annually and must begin by the first anniversary of the decedent's death (or by December 31st following the year of death for IRAs). Subject to minimum withdrawal requirements, you may take withdrawals beyond the required distributions. Tax penalties for early withdrawals do not apply. Any amount distributed, if taxable, will be reported to the IRS and to you on a form 1099-R for the calendar year in which the money was distributed. Upon your death, your designated beneficiary may elect to continue to receive the minimum distributions (based on your life expectancy) or a commuted lump sum; otherwise a commuted lump sum will be paid to your estate. If you elect this option, we will mail you a Supplemental Contract setting forth the terms. ***This option is not available : (a) for qualified plans unless the beneficiary is an Eligible Designated Beneficiary (EDB) as defined by the IRS, i.e., surviving spouse, disabled, chronically ill, not more than 10 years younger, minor child of deceased owner; (b) if the beneficiary is not a Natural Person; (c) after the first anniversary of the decedent's date of death (December 31st of the year following the owner's death for IRAs); or (d) for claim benefits less than \$5,000. Per IRC Sec. 72(h), this option must be chosen within 60 days of our receipt of acceptable proof of death and your completed claimant's statement to avoid being subject to the same taxes as a lump sum payment election.***

## 9. DESCRIPTION OF ANNUITY DEATH BENEFIT OPTIONS (CONTINUED)

**Option 6 Other Deferred Payment Options.** Proceeds are distributed in the form of guaranteed payments. Common options are summarized briefly below. If you wish to elect one of these options, you will need to contact us for a Deferred Payment Election form.

*Not available if claimant is not a Natural Person. Payment must start by 1st anniversary of the decedent's death (December 31st of the year following death for IRAs). Per IRC Sec. 72(h), this option must be chosen within 60 days of our receipt of acceptable proof of death and your completed claimant's statement to avoid being subject to the same taxes as a lump sum payment election. Not all options will satisfy required distribution rules under IRC Sec. 72(s) and Sec. 401(a) (9). Please consult a tax advisor as to tax implications and restrictions applicable to your individual circumstances with respect to any of these options you are considering.*

- **Fixed Amount.** Payments will be made in equal amounts of not less than 5% per year of the amount applied to this Payment Option for a period of not less than 10 years and not more than 30 years, which period may not exceed your life expectancy. In the event of your death prior to the funds being exhausted, your designated beneficiary may elect to receive the remaining payments or to receive the commuted value of the remaining payments in a lump sum.
- **Fixed Period.** Payments will be made for a fixed number of years (not to exceed your life expectancy) in equal monthly, quarterly, semiannual or annual amounts in accordance with Payment Option Table in the annuity contract. In the event of your death prior to the end of the Fixed Period, your designated beneficiary may elect to receive payments for the remainder of the Fixed Period or to receive the commuted value of the remaining payments in a lump sum.
- **Life Income With Period Certain (10, 15 or 20 years).** Payments of a monthly income based on your sex and age on the due date of the first payment will be made for the longer of: (1) your lifetime, or (2) the elected period certain. If you should die before the expiration of the period certain, your designated beneficiary may elect to continue receiving the payments or a commuted lump sum. Age restrictions may apply.
- **Single Premium Annuity.** You may elect to purchase any single premium immediate annuity currently offered by the Company.

**Option 7 Transfer.** Allows funds to be moved directly to another eligible account, subject to a signed letter of acceptance. *This option must be chosen within 60 days from our receipt of acceptable proof of death and your completed claimant's statement.*

Mail forms to:

SBLI USA Life Insurance Company, Inc.  
123 Town Square PL  
PMB 764  
Jersey City, NJ 07310  
Phone: 1-877-SBLI-USA (1-877-725-4872)

† Prosperity Life Group is a marketing name for Prosperity Group Holdings, LP and its subsidiaries. Each Member company is solely responsible for the financial and contractual liabilities under policies or contracts issued by it. Member companies not licensed in all states. Only SBLI USA Life Insurance Company, Inc. is an authorized New York insurer. S.USA Life Insurance, Inc. and Shenandoah Life Insurance Company are not authorized as insurers in, and do not do insurance business in New York. SBLI USA Life Insurance Company, Inc. is not affiliated with The Savings Bank Mutual Life Insurance Company of Massachusetts.



## STATE FRAUD WARNINGS NOTICES

*For your protection, the laws of several states (including those listed below) require that we provide you with the following statements.*

### **General 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 may be guilty of a criminal offense and subject to penalties under state law.

### **Alabama Fraud Warning:**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

### **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.

### **Arkansas, District of Columbia, Louisiana, Maryland, New Mexico, Rhode Island and West Virginia 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.

### **California Fraud Warning:**

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

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a 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 and Idaho Fraud Warning:**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement or claim containing 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 in the third degree.

### **Hawaii Fraud Warning:**

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

### **Indiana Fraud Warning:**

A 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.

### **Kansas Fraud Warning:**

Any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a criminal act punishable under law and may be subject to civil penalties

## STATE FRAUD WARNINGS NOTICES (CONTINUED)

### **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.

### **Minnesota Fraud Warning:**

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

### **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 false or misleading information is subject to criminal and civil penalties.

### **Ohio Fraud Warning:**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

### **Oklahoma Fraud 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.

### **Oregon Fraud Warning:**

Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

### **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 containing any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

### **Puerto Rico Fraud Warning:**

Any person who knowingly and with the intention to defraud includes false information in an application for insurance or files, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

### **Texas Fraud Warning:**

For your protection Texas 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.

### **Vermont Fraud Warning:**

Any person who knowingly presents a false statement of claim for insurance may be guilty of a criminal offense and subject to penalties under state law.

**EFT AUTHORIZATION - CLAIMS PROCEEDS**

**Instructions:**

Use this form to authorize the Company to electronically deposit claims proceeds into an existing bank account. For claims proceeds being paid under a supplemental contract, this form can be used to set up a new authorization or update an existing one. A new authorization shall automatically replace an existing authorization.

Decedent Name: \_\_\_\_\_

Original Policy/Contract Number: \_\_\_\_\_

Payee Name: \_\_\_\_\_

Policy/Contract Beneficiary Name (if different than Payee)\*: \_\_\_\_\_

\*NOTE: *Payee and Beneficiary must be the same for lump sum death benefit proceeds.*

**DEPOSIT ACCOUNT INFORMATION**

**REQUIREMENTS:** You must submit one of the following with this form. If required documents are not included, we will pay by check.

- An Authorization Letter on bank letterhead from your bank. The letter must be signed by a bank officer and indicate the owner(s) of the account, the type of account, the complete account and routing numbers, the bank branch location, and the branch officer's contact information;
- A preprinted, voided check (for checking accounts) or direct deposit authorization form (for savings accounts) or bank statement showing bank information, accountholders/registration, and account number.

NOTE: For lump sum claim proceeds payments, the beneficiary to whom the claim proceeds are due must be an accountholder. For Supplemental Contract claim payouts, if an alternate payee has been named to receive the proceeds, the payee must be the accountholder, and both the designated beneficiary and payee must sign this form.

**Please complete all of the information requested below:**

Type of account:     ☐ Checking     ☐ Savings

Name of financial institution: \_\_\_\_\_

Account number (one account number only): \_\_\_\_\_

ABA routing number: \_\_\_\_\_

Account holder(s): \_\_\_\_\_

† Prosperity Life Group is a marketing name for Prosperity Group Holdings, LP and its subsidiaries. Each Member company is solely responsible for the financial and contractual liabilities under policies or contracts issued by it. Member companies not licensed in all states. Only SBLI USA Life Insurance Company, Inc. is an authorized New York insurer. S.USA Life Insurance, Inc. and Shenandoah Life Insurance Company are not authorized as insurers in, and do not do insurance business in New York. SBLI USA Life Insurance Company, Inc. is not affiliated with The Savings Bank Mutual Life Insurance Company of Massachusetts.

## AUTHORIZATION AND SIGNATURES

By signing this form, You authorize the Company to electronically deposit claims proceeds to the financial institution account listed on this form. You also authorize the financial institution to accept such deposit(s) and post them to the account. If an amount shall be credited in error, I authorize and direct the financial institution to debit the account and refund such amount to the Company. I agree to hold the Company harmless for any failure or delay by the institution in crediting my account.

The Company has my permission to use consumer report information to verify ownership of the financial institution account to reduce the possibility of fraud. I understand that if such information reflects an inconsistency in the information I have provided and the authorized bank account holder's information, a paper check will be mailed.

I understand that this arrangement is for my convenience and that any payments directly received by me, as a result of mistake or otherwise, shall not subject the Company to any liability in excess of the claims proceeds payable to the beneficiary under the applicable policy or contract. I understand that the Company is relying on information provided on this form and will not be liable for losses or charges due to incorrect, outdated, or incomplete information, and that it is my responsibility to inform the Company if the information changes.

This authorization remains in effect until receipt by the Company of my written termination, in such time and manner as to afford the Company and the financial institution reasonable opportunity to act on it.

**Joint Account Owners:** If the account is a joint account, authorization by one account owner constitutes authorization by all account owners – whether a current owner of this account or added after this agreement is signed.

**Payee and Beneficiary (if different) must sign below.**

X \_\_\_\_\_  
Signature of **Payee**\* Date

*\* (must be beneficiary for lump sum claim proceed payments)*

I authorize the Company to pay claims proceeds due to me to the alternate payee named above.

X \_\_\_\_\_  
Signature of **Beneficiary**, if different (*contract payouts only*) Date

Mail or fax forms along with any necessary paperwork to:

SBLI USA Life Insurance Company, Inc.  
123 Town Square PL  
PMB 764  
Jersey City, NJ 07310  
Phone: 1-877-SBLI-USA (1-877-725-4872)  
Fax: 844-470-2708