

Unforeseeable Emergency Withdrawal Request - 457(b) Plans

Explanation of Unforeseeable Emergency

The Treasury Regulations define “unforeseeable emergency” as “a severe financial hardship of the participant or beneficiary resulting from an illness or accident of the participant or beneficiary, the participant’s or beneficiary’s spouse, or the participant’s or beneficiary’s dependent* (as defined in Code section 152 and illustrated in Rev. Rul. [2010 -27](#)); loss of the participant’s or beneficiary’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner’s insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant or beneficiary.”

The circumstances that will constitute an Unforeseeable Emergency will depend upon the facts of each case. However, the Unforeseeable Emergency must be the result of:

- 1) Sudden and Unexpected Illness or Accident of the Participant, Spouse, Dependent, Beneficiary resulting in non-elective medical/ dental expenses including non-refundable deductibles, as well as the cost of prescription drug medication not reimbursed or compensated by insurance or otherwise
- 2) Major property loss due to casualty or severe weather
- 3) Imminent foreclosure or eviction from a primary residence,
- 4) Funeral expenses of the participant’s spouse, beneficiary or dependent (as defined in IRC § 152 and illustrated in Rev. Rul. [2010 -27](#)).
- 5) Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant or beneficiary (as illustrated in Rev. Rul. 2010-27)

Circumstances that generally do not constitute a qualifying Unforeseeable Emergency include:

- 1) payment for an elective medical or dental procedure;
- 2) payment of educational expenses;
- 3) purchase of a home or automobile;
- 4) automobile or home repairs;
- 5) litigation expenses;
- 6) payment for marriage costs;
- 7) payment for divorce, divorce settlement or child support;
- 8) payment for costs related to bankruptcy (except when bankruptcy is a direct result of an unforeseeable illness or casualty);
- 9) payment of bills that the Participant knowingly incurred but cannot pay such as loans, large credit card debt, vehicle or house payments, even if needed to prevent repossession (except when payment cannot be made as a direct result of an unforeseeable illness or casualty);
- 10) refinancing debt;
- 11) covering a loss not covered by insurance because of failure to retain insurance coverage;
- 12) payment of income tax, property tax back taxes, or fines associated with back taxes.

The Unforeseeable Emergency does not create a severe financial hardship to the Participant to the extent that any such hardship is or may be relieved:

- 1) through reimbursement or compensation by insurance or otherwise;
- 2) by liquidation of the Participant’s assets, to the extent the liquidation of such assets would not itself cause severe financial hardship;
- 3) by cessation of deferrals under the plan if required by the plan document;
- 4) if the Participant qualifies for a commercial bank loan, where required by the Plan; or
- 5) if the cessation of deferrals would alleviate the financial need.

In accordance with Treasury regulations, distributions because of an unforeseeable emergency must be limited to the amount reasonably necessary to satisfy the emergency need. However, if the above methods relieve only a portion of the financial need, then payment may be made up to the additional amount reasonably needed to satisfy the emergency need. The amount needed may include amounts necessary to pay federal, state, or local taxes or penalties reasonably anticipated and resulting from this distribution. You are liable for payment of income taxes on your withdrawal. You may also be subject to tax penalties under the estimated tax payment penalties rules if your payment of estimated tax and withholding are not adequate. If you have any questions concerning this matter, you are advised to consult with your tax advisor.

You may retain this page for your records.

Definition of “Dependent” as defined by Sections 152 (c) & 152(d) of the Internal Revenue Code shall mean with respect to a participant:

A qualifying child: An individual who

- (i) is a child of the participant (or a descendent of such a child), a brother, sister, half-brother, half-sister, stepbrother, or stepsister of the participant or any such descendent of any such relative;
- (ii) who has not attained age 19 as of the close of the calendar year in which the taxable year of the participant (taxpayer) begins or is a student who has not attained age 24 as of the close of such calendar year;
- (iii) who has lived with the participant for more than half of the year;
- (iv) who has not provided more than half of his or her own support; and
- (v) who is not filing a joint return for the year with a spouse (other than only for a claim for refund). The age requirement in (ii) shall be treated as met in the case of a dependent who is permanently and totally disabled at any time during such calendar year.

A qualifying relative: An individual

- (i) who is
 - (A) a child, stepchild, foster child (or a descendant of a child), brother, sister, half-brother, half-sister, stepbrother, stepsister, father, mother (or ancestor of father or mother), stepfather, stepmother, son or daughter of a brother or sister of the participant, brother or sister of the father or mother of the taxpayer, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any of the above (without regard to whether each individual lived with the participant for more than half the year); or
 - (B) an individual other than a relative mentioned in (A) above, who, for the taxable year of the participant, has the same principal place of the abode as the participant and is a member of the participant's household;
- (ii) with respect to whom the taxpayer provides over one-half of the individual's support for the calendar year taxable year begins; and
- (iii) who is not a qualifying child of such participant or of any other taxpayer for any taxable year beginning in the calendar year in which such taxable year begins.

Rev. Rul. [2010 -27](#)

The ruling expands on prior regulatory guidance by providing additional examples of situations that may potentially qualify as unforeseeable emergencies along with an example of a situation that would not. In particular, it discusses three situations involving an eligible 457 plan participant who request an unforeseeable emergency distribution to pay:

1. For the repair of his/her principal residence after major damage caused by a water leak
2. Funeral expenses for an adult son who is not a dependent of the participant
3. Credit card debt not incurred due to any extraordinary or unforeseeable circumstances beyond the participant's control.

The ruling generally provides that the distributions may be made under the facts of situations 1 and 2. Regarding situation 1, the IRS states that the distribution may be made because the need arises based on an event (i.e., water leak) that is beyond the control of the participant and is substantially similar to the need to pay for home damages caused by a natural disaster. This is true even though the participant's situation is not the same as any of the specific examples listed in the regulations. For situation 2, the IRS also states that the distribution can be made for basically the same reasons, i.e., even though the regulations explicitly allow only for the payment of “dependent” funeral costs, this need is unforeseeable and substantially similar to those described in the regulations. Under situation 3, the IRS's position is that the unforeseeable emergency distribution cannot be made since the need does not fit within any of the examples in the regulations or occur because of circumstances beyond the participant's control.

You may retain this page for your records.

Unforeseeable Emergency Withdrawal Request -Part 1

457(b) Plans

Use this form if you want to:
 • request a distribution for a financial hardship due to an unforeseeable emergency.

Questions?
 Call
 MassMutual's Customer
 Service Center
 1-800-528-9009

Return the completed form to your Plan Administrator for review and approval.

MassMutual will not process this form until it is received in good order. Please see the *Important Information* Section for information on "Good Order" requirements.

Fax
 877-526-2531 or
 800-678-8645

Online
www.massmutual.com/govnp

Section A - Plan Information

Group No.	Plan Name
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Section B - Participant Information

SSN	Participant Name	Date of Birth	
* Legal Address			
City	State	Zip Code	Daytime Phone Number

*We will change your account information to reflect the Legal Address above and all future mailings will be sent to this address unless changed by you or your Plan Administrator as described under "Stale Address" in the *Important Information* Section.

Section C - Amount Requested for Unforeseeable Emergency Withdrawal

The amount you request may be different than the amount of the available distribution paid to you as a result of the documentation provided, the approval process and the interpretation of the IRS rules and regulations governing Unforeseeable Emergency Withdrawals on 457(b) Plans.

I hereby request a withdrawal from my account due to an unforeseeable emergency. I certify that the amount requested does not exceed the amount required to satisfy the described emergency plus any applicable taxes. I have provided sufficient documentation to my Plan Administrator to support the unforeseeable emergency withdrawal amount indicated below.

Withdrawal amount requested* \$ _____ Gross Net **OR** Full amount available

***When a balance exists in more than one investment option or contribution source, payment will be made from all options or sources pro-rata based on existing balances. Special Instructions may be provided in Section D below. Roth contribution source(s) will not be included in your payment unless you elect Roth in Section D below or if you request the full amount available.** If you participate in a Self Directed Brokerage Account (SDBA), please note only the funds within your core account at MassMutual are eligible for distribution.

Section D - Source of Payment (complete if applicable)

Your withdrawal will be processed pro-rata across all of your contribution sources (excluding Roth sources, if any) and investments unless Special Instructions are provided below. Note: If your request is processed for the full amount available, your Roth source **will be** included in the payment.

Special Instructions:

Roth Contribution Source Election: If your account contains Roth contributions/rollovers you may, but are not required to, elect a percentage to be taken from the Roth source(s) to fulfill your withdrawal request. Note: A separate check or wire will be issued for your Roth contribution source(s).

I hereby elect MassMutual to take _____% (whole percentage) of my Roth contribution source(s). I understand that if this percentage does not fulfill my withdrawal request, the remaining portion will be taken pro-rata from all other contribution sources. (Default is zero percent (0%) from your Roth contribution source(s) if no election is made.)

Section E - Federal Income Tax Withholding Instructions (required)

The taxable portion of your payment is subject to **10% federal income tax withholding**, unless you elect not to have withholding apply or elect a different withholding amount. Please note that you are liable for payment of federal income tax on your distribution and you may also be subject to tax penalties under estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate.

Do not withhold federal taxes.

I elect to have federal income tax withholding of: _____ % OR \$ _____ (either election must be greater than 10%)

Section F - State Income Tax Withholding (Participant completes)

You may skip this Section if you reside in a state with no income tax or withholding requirement on retirement income.

The taxable portion of your payment may be subject to state tax withholding requirements. While MassMutual will withhold based on your state's income tax rules and your election, if applicable, you are responsible for ensuring you satisfy your individual state income tax liability. If you make an election that is not in compliance with your state's income tax withholding rules, then MassMutual will default to your state's income tax withholding requirements.

State Income Tax Withholding rules are subject to change at any time. For current state specific tax information pertaining to your resident state, you should contact your tax advisor or your state income tax department. Also note, state tax rules may apply differently depending on your type of distribution (i.e., lump sum, periodic, non-periodic, etc.). In addition, some states allow for an exclusion from income distributions from certain retirement plans - to confirm whether you may qualify to exclude all or a portion of your distribution from income for state taxation purposes, you should consult your plan sponsors or state income tax department.

If your state's income taxes are determined based on wage tables, MassMutual is unable to calculate a net amount, you will need to ensure that you have grossed up accordingly. Your request may be delayed if a net amount is requested.

If you do not see your state listed below it is a result of your state not permitting state income tax.

Any tax information included in this written or electronic communication was not intended or written to be used, and it cannot be used by the taxpayer, for the purpose of avoiding any penalties that may be imposed on the taxpayer by any governmental taxing authority or agency.

Your state tax income tax withholding options are:

AR, DE, IA, KS, MD, MA, NC, NE, OK, VT, VA	<p>These states require mandatory state income tax withholding on taxable distributions. MassMutual is required to withhold state income taxes based on state law. You may not elect out of state income tax withholding.</p> <p>Given this withdrawal request is not eligible to be rolled over, if you choose to opt out of federal income tax, MassMutual will automatically opt you out of state income tax unless you indicate below to withdraw taxes. If you did not opt out of federal income tax withholding, then MassMutual will withhold based on state law.</p> <p><input type="checkbox"/> I elect to withhold an amount of \$ _____ (whole dollar amount) or _____ %</p>
CA, ME, OR, DC	<p>These states require mandatory state income tax withholding. MassMutual is required to withhold state income taxes based on state law unless you elect out of withholding: <input type="checkbox"/> I elect no state income tax withholding.</p> <p>Note: The District of Columbia only requires mandatory withholding on a "lump sum" distribution that brings your account balance to zero. If you are requesting a "lump sum" distribution, then you may not opt out of withholding.</p>
AL, AZ, CO, ID, IL, IN, KY, LA, MS, MO, MT, NJ, NM, NY, ND, OH, PA, RI, WV, WI	<p>These states permit voluntary state income tax withholding. You may voluntarily elect state income tax withholding by providing a dollar amount or percentage below. If no election is made for these voluntary states identified, then MassMutual will not apply any withholding.</p> <p><input type="checkbox"/> I voluntarily elect to withhold an amount of \$ _____ (whole dollar amount) or _____ %.</p> <p>Note: IL only permits voluntary state income tax withholding on <u>periodic payments</u>. Lump sum distributions do not allow for state income tax withholding. If a tax election is requested on a lump sum distribution, MassMutual will not apply any withholding. AZ only permits voluntary state income tax withholding on <u>periodic payments</u> where you may only elect one of the following percentages 0.8%, 1.3%, 1.8%, 2.7%, 3.6%, 4.2%, 5.1%. If any other percentage or dollar amount is requested above MassMutual will not withhold. If a tax election is requested on a lump sum distribution, MassMutual will not apply any withholding. If additional amount is requested for <u>periodic payments</u>, please complete section below.</p>
GA, MN, SC, UT	<p>These states permit voluntary state income tax withholding. You may voluntarily elect state withholding by selecting the box below. If no election is made for these voluntary states identified, then MassMutual will not apply any withholding. Please note only Gross Distribution requests are permitted when applying state tax withholding.</p> <p><input type="checkbox"/> Withhold based on my state's tax table formula, if applicable (MassMutual will apply the default tax allowance.)</p>
CT, MI	<p>These states require mandatory state income tax withholding. MassMutual is required to withhold state income taxes based on state law unless you provide an alternate dollar amount or percentage withholding instruction below along with completing your state specific W-4P withholding certificate and submitting it with this form. If a W-4P is not provided, MassMutual will default to your state's mandatory max withholding amount.</p> <p><input type="checkbox"/> I elect to withhold an amount of \$ _____ (whole dollar amount) or _____ %</p>
Additional State Income Tax Withholding	<p>I elect to have an additional _____ % or \$ _____ (whole dollar amount) if state income tax withheld from my payments.</p>

Section G - Delivery Instructions (complete if applicable)

We will mail a check to you at the legal address provided in Section B unless you select an alternative mailing address below. Note: Checks will be mailed within seven days after the processing date.

Mailing Address		
City	State	Zip Code

You may also select other means for receiving your distribution. Complete the appropriate section below. **If you do not fully complete this section or the bank account information provided is invalid, a check will be mailed to the legal address provided in Section B.**

- Express mail my check(s). I understand a fee will be deducted from my distribution for this service for each check requested, including a check for Roth contributions. Note: Express mail is not available to a PO Box. If a physical address is not provided, your distribution will be mailed to you via regular mail to your legal address provided in Section B or your alternate address if provided in Section G above.
- Wire transfer my payment. I understand that a fee will be deducted from my distribution for this service, including a wire for Roth contributions; your financial institution may also charge a fee. If MassMutual is unable to process the wire due to inaccurate Financial Institution information provided below; the ABA routing number provided is not wire capable; or the Financial Institution fails to accept the transfer, your distribution will be sent in a check made payable to you and mailed to your address provided in Section B.

To help protect our customers' assets, MassMutual may independently validate bank and customer account information before processing a wire/Direct Deposit/EFT. If we are unable to independently validate the bank and customer account information or sufficient documentation to support the wire/Direct Deposit/EFT is not provided, we will mail a check to the address of record. It should be noted that we are not always able to independently validate credit unions or smaller banks.

Wire Capable ABA No.	Account No.
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As some ABA routing numbers are NOT federal wire capable, please be sure to check with your financial institution for proper wire instructions. Wires to Credit Unions may take more time and have more detailed instructions. You may include detailed wire instructions below or attach them to this form.

Name on Account (must include participant's name)
Additional Crediting Instructions/ participant's account number

Section H - Participant Certification and Authorization (required)

I hereby instruct the Plan to distribute my account balance in the manner indicated on this form and understand that my election is irrevocable once processed. I certify that all the information I provided in this form is true and accurate to the best of my knowledge and belief. I understand that providing false or misleading information on this form may constitute fraud and be subject to severe penalties. I acknowledge that:

- I believe, in good faith, that I qualify for this Unforeseeable Emergency Withdrawal. I have exhausted all other resources prior to requesting this Unforeseeable Emergency Withdrawal?
- If the Plan(s) provide for participant loans, I have obtained all available loans under this Plan and any other plan of the employer I participate in to the extent that any additional plan loan would be counterproductive to the relief of the financial need;
- I have obtained all currently available distribution amounts under this Plan and any other plan of the employer that I participate in other than withdrawals due to financial hardship, and acknowledge that those amounts must be paid to me first.
- I have provided the required documentation that evidences my financial need.
- I have reviewed the state income tax withholding rules in Section F and the attached Fraud Warning Statements, as applicable to my state. I understand that the state income tax withholding rules described in Section F and the attached Fraud Warning Statements may have changed.
- I consent to an immediate distribution and affirmatively waive the minimum 30-day notice waiting period.

Note: If the check associated with this request is returned to MassMutual by the U.S. Postal Service as undeliverable, we are unlikely to resend it until you provide us with your updated address. Failure to provide us with your current and valid address may result in the check being considered abandoned property under the laws of the State where the check was mailed (unless preempted by ERISA).

Important Note for Participants with a Non-U.S. or Non-U.S. Territory residence address:

Please check this box if you are *not* a resident of the United States or a United States Territory. If the current address is not an address within the U.S. or one of its territories, the Participant or Beneficiary receiving the distribution is required to fill out and return a *Citizenship Statement* form with the distribution request. Failure to provide a *Citizenship Statement* will result in U.S. Federal taxes being withheld at a rate of 30% for recipients with a non-U.S. residence address. Please ask your Plan Sponsor for a *Citizenship Statement* form or call MassMutual's Customer Service Center for a copy.

Participant's Signature _____

Date _____

Section I - Plan Administrator Certification and Authorization (required)

The Plan Administrator certifies that the approved "Unforeseeable Emergency" request for the participant complies with the "Unforeseeable Emergency" provisions under the Plan and is in accordance with Section 457(d)(1)(A)(iii) of the Internal Revenue Code and regulations as defined in Section 1.457-2(h)(4) & (5) of the Code of Federal Regulations.

As Plan Administrator or an authorized representative of the Plan, I hereby direct MassMutual to distribute from the Plan's group annuity contract or funding agreement as a distribution from the participant's account the amount necessary to pay the benefit in the manner indicated in this form in accordance with the terms of the Plan and participant election. I have verified the Participant Information and certify that it is true and accurate to the best of my knowledge. I acknowledge that this form does not constitute a delegation by the Plan Administrator of, and the Plan Administrator has not otherwise delegated, its income tax withholding duties and liabilities under §3405 of the Internal Revenue Code of 1986, as amended, to the Recordkeeper and that the Recordkeeper is acting as independent contractor of the Plan Administrator or Service Provider in making payments in accordance with these instructions. The Plan Administrator confirms that it is responsible for ensuring that state tax is withheld in accordance with current state law, and hereby directs MassMutual to withhold state tax, as applicable, in the manner provided on this form. The Plan Administrator confirms that it has reviewed its Plan document to confirm that the requested distribution is in fact permitted and assumes all responsibility for any consequences that result from such distribution, including any correction or disqualification that results from an impermissible distribution. I have reviewed the Plan document as well as the Plan's group annuity contract or funding agreement, and I, and not MassMutual, have made the determination that the participant is eligible under the terms of the Plan and contract to receive this distribution. In the event that the distribution is at any time determined to have been impermissible under the terms of the Plan or contract and applicable qualified plan rules, I agree that MassMutual and its affiliates shall have no responsibility, financially or otherwise, for any associated correction, costs, taxes, fees, expenses, charges, fines, penalties, charges, excise taxes or any other related amount. I, as authorized Plan representative and fiduciary and not MassMutual, made any and all fiduciary determinations with respect to this hardship distribution.

The amount requested above will be withdrawn as a gross withdrawal **before** income tax withholding unless the Net Check Amount box is selected.

Authorized Plan Administrator's Signature

Date

Authorized Plan Administrator's Name (please print)

Completed and signed forms in "good order" may be Faxed to 877-526-2531 or 800-678-8645 or mailed to:

Regular Mail Address:
MassMutual
P.O. Box 1583
Hartford, CT 06144-1583

Overnight Mail Address:
MassMutual
100 Bright Meadow Boulevard
Enfield, CT 06082

Note: Duplicate requests for a single distribution, such as a fax followed by a mailed original, may result in multiple distributions. MassMutual will not be responsible for any increase or decrease in account value based on investment performance or charges that arise from duplicate requests for a single distribution.

Section J - Important Information

Good Order - "Good Order" means that all sections of the form are complete, the participant has provided their signature authorizing the transaction and the Plan Sponsor has provided their signature authorizing MassMutual to process the transaction requested on the form.

Federal and State Tax Withholding - The distributions you receive from the plan are subject to federal income tax withholding unless you elect not to have withholding apply. Withholding will only apply to the portion of your distribution or withdrawal that is included in your income subject to federal income tax. If you elect not to have withholding apply to your distribution, or if you do not have enough federal or state income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rule if your withholding and estimated tax payments are not sufficient.

Stale Address - It is important that you notify us if you change your address. Going forward, your address may change in our records either at your or your employer's direction, or as a result of an address confirmation service provided under our agreement with your employer. Under this service, the addresses in our records are compared against and updated quarterly with addresses received from commercial address update services (e.g., the U.S. Postal Service). If your mail is returned to us or your employer tells us your address is incorrect, we are likely to suspend future mailings until a new address is obtained. Unless preempted by federal law, failure to give us a current address may also result in uncashed distributions from your participant account being considered abandoned property under state law, and remitted to the applicable state. To update your address, contact your Plan Administrator or, if permitted by your Plan, log in to our website at www.massmutual.com/govnp and select the "My Profile" tab at the top of the screen.

Fees - For more information about fees, visit the "News" Section on the Participant web portal, Account Access (massmutual.com/serve).

Unforeseeable Emergency Withdrawal Request - Part 2

If required by your Plan Sponsor, the applicant must provide the following certification and documentation.
To be retained by the Plan Sponsor. Do not submit to MassMutual.

Section A - Certification of Unforeseeable Emergency Withdrawal

Check each box that applies.

I certify that the following information is true and accurate to the best of my knowledge. I acknowledge and agree that any false or misleading information submitted on this form may subject me to tax liability. I certify that the Unforeseeable Emergency Withdrawal request is the result of an unforeseeable emergency and a severe financial hardship resulting from:

<input type="checkbox"/>	Sudden and Unexpected Illness or Accident of the Participant, Spouse, Dependent, Beneficiary resulting in Non-elective medical/ dental expenses including non-refundable deductibles, as well as the cost of prescription drug medication not reimbursed or compensated by insurance or otherwise.
<input type="checkbox"/>	Major property loss due to casualty or severe weather (IRS Rev. Ruling 2010-27).
<input type="checkbox"/>	Funeral Expenses of a Spouse, Dependent or Beneficiary of the Participant (IRS Rev. Ruling 2010-27)
<input type="checkbox"/>	To prevent eviction or foreclosure from the Participant's primary residence.
<input type="checkbox"/>	Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant or the beneficiary. Please explain; if more space is needed attach a separate sheet and sign it and include any pertinent documentation; for example copies of non-reimbursable bills.

Section B - Certification that the Hardship Cannot Be Relieved by an Alternative Method

Initial each of the following statements that are true:

- _____ 1. The hardship cannot be relieved through liquidation of assets including assets of my spouse and minor children, if any, that are reasonably available to me (or the liquidation would itself cause a severe financial hardship).
- _____ 2. The hardship cannot be relieved by canceling my contributions to the Deferred Compensation Plan.
- _____ 3. The hardship cannot be relieved by reimbursement or compensation by insurance or otherwise.
- _____ 4. The hardship cannot be relieved by borrowing funds from commercial sources on reasonable commercial terms (or the borrowing would itself cause a severe financial hardship).
- _____ 5. I applied for and have been denied a commercial loan to meet the financial need. If you have not applied for a commercial loan please explain:

Section C - Description of Unforeseeable Emergency

Describe the financial hardship and why you consider it to be an unforeseeable emergency. Attach additional pages if needed.

Section D - Contribution Status

Have you stopped your contributions to the Deferred Compensation Plan?

Yes. If Yes, when? _____

No. If No, explain why: _____

Current Contribution Rate \$ _____ Weekly Bi-weekly Semi-monthly Monthly

Section E - Credit Applied For

Have you applied for a loan from your bank or credit union to meet your Unforeseeable Emergency need?

No. If No, state reason: _____

Yes. If Yes: Where? _____ Amount Requested \$ _____ Approved Denied

If Denied, provide reason: _____

Section F - Insurance

Will any portion of the expenses incurred as a result of the situation you claim as an Unforeseeable Emergency be covered by insurance?

Yes. If Yes, \$ _____

No. If No, explain why: _____

Refer to the applicable fraud warnings for your state of residence.

The "Company" refers to Massachusetts Mutual Life Insurance Company 1295 State Street, Springfield, Massachusetts 01111-0001

Alabama - 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 - 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 - 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, Louisiana, Rhode Island, Texas, West Virginia - 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 - 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.

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

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.

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.

Kentucky - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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 - 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 - 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.

Minnesota - 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 - 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 - Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New Mexico - 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 CIVIL FINES AND CRIMINAL PENALTIES.

New York - 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 thousands dollars and the stated value of the claim for each such violation.

Ohio - 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.

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

Pennsylvania - 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.

Puerto Rico - 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 with the penalty of a fine of not less than five thousand (\$5,000) dollars and not more than ten thousand (\$10,000) dollars, 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.

Tennessee - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia and Washington - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

All other states - Any person who knowingly and with intent to defraud, deceive, or injure an insurance company, files a claim containing false, incomplete, fraudulent, or misleading information, may be prosecuted under state law and may be subject to fines and/or confinement in prison.