



## IRA Annuity Death Claim Election Form Instructions

This Statement must be completed by the beneficiary (or owner, for contracts providing payment to an owner at the annuitant's or joint owner's death), who is submitting a claim under this annuity contract.

### Section A – Information About The Decedent

Please complete the information requested in this Section and list the annuity contract number(s) or annuity certificate number(s) on which you are submitting a claim.

### Section B – Information About The Beneficiary Who Is Completing This Statement

- All the information requested about the beneficiary (Name, Legal Residence, Social Security Number, Date of Birth, Telephone Number, Relationship) should be entered. The beneficiary's Social Security Number or Tax Identification Number (Item B) is especially important.
- If there is more than one beneficiary, a separate Statement should be completed by each beneficiary.
- If the Estate is beneficiary, this Statement must be completed by the executor or administrator of the Estate. The executor must also submit a copy of the Letters Testamentary to prove appointment as executor of the decedent's estate. The Estate's Federal Tax Identification Number must also be entered.
- If the beneficiary is a Trust, this Statement must be completed by the person acting as Trustee for the Trust. A full copy of the Trust must be submitted. The Trust's Federal Tax Identification Number should be entered.
- If the beneficiary is a minor or mentally incompetent person, we require a Court-Appointed Guardian to accept payment for the benefit of the beneficiary. As a general rule, minors or mental incompetents do not have the legal capacity to accept payment in satisfaction of a contractual obligation. The Social Security Number of the minor or incompetent person should be entered and a copy of the court order appointing guardianship should be submitted.
- If the contract has been collaterally assigned, this Statement should be completed by the beneficiary and the collateral assignee. A separate statement signed by both parties should be submitted showing the extent of the collateral assignee's interest in the contract.
- If the beneficiary of record is deceased, please furnish a certified copy of the beneficiary's death certificate.

### Section C – Additional Requirements

Various states (IN, MA, NJ, OH, OK, RI, TN, WI) have regulations on the transfer of funds (Tax Waiver) at the time of death prior to disbursing beneficiary proceeds from an annuity contract. Please consult the Inheritance Tax Division of the State in which the decedent resided at the time of death to determine if a Tax Waiver is required.

The processing of this claim will be facilitated if the annuity contract(s) or certificate(s) is submitted with this completed Statement, certified copy of the death certificate, and a copy of the Tax Waiver or Consent to Transfer Funds issued by the State where the decedent resided.

# MetLife

## IRA Annuity Death Claim Election Form

Metropolitan Life Insurance Company • New England Life Insurance Company

To process your claim as quickly as possible, we need personal information about the beneficiary as well as information about the deceased annuitant or owner. Each beneficiary must submit a separate statement to comply with IRS regulations and Federal law. Please review the instructions on page 1 of 6.

### A. Deceased Annuitant or Owner Information

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

Legal Residence \_\_\_\_\_

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

Marital Status  Single  Married  Widow/Widower  Separated  Divorced

Please list all annuity contract/certificate numbers on which claim is being made. (Also list life insurance policies):

### B. Beneficiary Information (Owner Information, if Claim is Payable to Owner)

**NOTE: If the Beneficiary (Owner) is an estate, a trust, a minor, or an incompetent person, please see the instructions on page 1 of 6. IF THE BENEFICIARY HAS HAD A NAME CHANGE – We will require proof of the name change, such as a marriage certificate, divorce decree, or other court-issued document showing the change of name.**

First Name (please print or type) \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

Legal Residence \_\_\_\_\_

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

Social Security No. \_\_\_\_\_ or Trust/Estate Tax ID No. \_\_\_\_\_ Date of Birth \_\_\_\_\_ U.S. Citizen  Male  Female  Yes  No

Daytime telephone number \_\_\_\_\_ Your relationship to the decedent\*:  Spouse  Child  Other (specify) \_\_\_\_\_  
(in case we need to contact you)

\* If Decedent's resident state is PA AND Relationship to Decedent is spouse AND there was a pending divorce at time of death, please check here.

### C. Additional Requirements

1. Please furnish us with a **certified** copy of the death certificate.
2. Attach the State Tax Waiver, if needed (see instructions on Page 1 of 6).
3. Return the annuity contract(s)/certificate(s) or, if unavailable, explain why:

### Signature

*The information I have given is, to the best of my knowledge, true and accurate. I know it is a crime to fill out this form with information I know is false or to leave out facts I know are important.*

Your Signature \_\_\_\_\_

Date \_\_\_\_\_

For Company use only: Branch District \_\_\_\_\_ and Agency Numbers \_\_\_\_\_

Please make a selection from Options D through H, read and sign Section I. You may want to consult a tax advisor before making an election.

*Note: If the decedent had begun Minimum Distributions from this IRA (required at age 70½), you cannot select an option that reduces such Minimum Distributions each year, unless you are the spouse of the decedent.*

#### **D. Annuity Contract Continued**

##### **If You Are The Sole Beneficiary And The Spouse Of The Decedent, You May Continue The Annuity Contract As Your Own IRA.**

As spouse of the decedent, and sole beneficiary of this IRA annuity contract, you may elect to become owner by making this IRA annuity, your own IRA. You will be able to exercise all contract rights, and, if you are under age 70½, continue to defer Federal Income Tax. Please designate your new beneficiary below:

Beneficiary Name	Social Security Number	Relationship to Me	Date of Birth
_____	_____	_____	_____
Beneficiary Name	Social Security Number	Relationship to Me	Date of Birth
_____	_____	_____	_____

- I elect to terminate the Guaranteed Minimum Income Benefit I (GMIB I) Rider, if applicable to the contract (if the contract contains a later version of the GMIB or GMIB Plus Rider, this election does not apply and the rider will automatically continue).
- I elect to continue the Earnings Preservation Benefit Rider, if applicable to the contract. (If you do not elect to continue the rider, we will treat the absence of a notification as if you wish to terminate the Earnings Preservation Benefit and the benefits will be added to the Account Balance).

If selecting this option, continue to & complete Section I.

#### **E. Annuity Income Payments**

##### **Election To Receive Income Payments**

We will pay you the IRA death claim amount as annuity income payments – monthly, quarterly, semi-annually or annually. Such income payments must begin no later than December 31, of the year following the year of death, and must be distributed over your lifetime, or a fixed number of years, not in excess of your life expectancy. If you select this option, we will send you quotations of the annuity income amounts payable.

If selecting this option, continue to & complete Section I.

#### **F. Inherited IRA**

- 1.) Direct Transfer to a Stretch/Decedent IRA Annuity with MetLife. (The Stretch/Decedent IRA Annuity option is available with existing Preference Premier (MPP) IRA contracts, Preference Plus Select (PPS) IRA contracts OR existing Preference Plus Account (PPA) IRA contracts.)**

As a designated beneficiary under the contract(s), I wish to use the proceeds of this contract to establish a Stretch/Decedent IRA Annuity. **An agent who is appointed with MetLife (or New England Securities for MPP) and licensed in your state must facilitate this request. For further information or assistance please contact your Account Representative or call our Customer Service Center at 1-800-638-7732. All paperwork must be submitted by December 31<sup>st</sup> of the year following the year of death.**

**To stretch an existing Preference Premier (MPP) IRA contract or Preference Plus Select (PPS) IRA contract, you must complete and return this form along with:**

- Application for a MetLife Preference Premier (MPP) Variable Annuity (in those states where MPP has not been approved, submit a Preference Plus Select (PPS) Variable Annuity Application)
- Inherited Individual Retirement Annuity (IRA) Election Form
- Original or Certified Death Certificate

**To stretch an existing Preference Plus Account (PPA) contract you must complete and return this form along with:**

- A Single Premium Multifunded Supplementary Contract Beneficiary Election Form

- 2.) Direct Transfer to a Decedent IRA Annuity with Another Company.**

In addition to this form, completed IRA Transfer Paperwork with **Signature Guarantee** and Letters of Acceptance are required. Additional requirements may exist at the receiving company.

Name of Company Where Proceeds are to be Transferred

\_\_\_\_\_

If selecting this option, continue to & complete Section I.

## ■ G. Deferral

### Election To Defer Receiving The IRA Death Claim Payment For Up To 5 Years

You may defer receiving the IRA death claim payment for now. However, you must receive the entire claim payment in a single sum before December 31 of the 5<sup>th</sup> anniversary year following the decedent's date of death. **If this is a variable annuity IRA claim payment, (Preference Premier, Preference Plus Select, Preference Plus Account or Vestmet), the entire account balance will continue in the same investments in effect on the date of death, and will be subject to investment risk, until the claim payment is made.** You will not be able to request transfers, partial withdrawals, or exercise any other contractual rights. In addition, after December 31 of the year following the year the IRA owner died, you cannot elect to receive annuity income payments (option E).

If selecting this option, continue to & complete Section I.

## ■ H. Full Claim Payment

### Election To Receive The Taxable IRA Annuity Claim Payment Now

We will pay you the IRA death claim payment in a single sum, and report the entire IRA amount as taxable income on Form 1099-R.

The Claim Payment check is to be paid: (Choose one of the following)

- By establishing a **Total Control Account**® (TCA) in my name. I confirm that I have read the material titled "Total Control Account Features" provided at the end of this claim form.
- Paid to me, the beneficiary, at the mailing address indicated in Section B on page 1 of this form.**

Either method of IRA claim payment will be reported as taxable income for the calendar year in which it is processed. If you elect this option, **please complete the withholding election below.**

### Tax Withholding Election (Must be completed for Option H. - Full Claim Payment.)

Under current Federal Income Tax law, MetLife is required to withhold 10 percent of the taxable portion of annuity death claim payments for Federal Income Taxes, unless you elect not to have any withholding.

If you elect **NOT** to have withholding apply to this death claim, or if you do not have enough Federal Income Tax withheld, you may be responsible for paying estimated taxes. You may incur penalties under the estimated tax rules if your withholding plus the estimated taxes you have paid, are not sufficient to satisfy your tax liabilities.

If selecting this option, continue to & complete Section I.

Some States require us to withhold State Income Tax, when we withhold Federal Income Tax.

**Please check A, B, or C below. Enter your Social Security Number, sign and date your election on page 6 and return it to MetLife.**

- A.  I elect NOT to have Federal Income Tax withheld from the taxable portion of my claim payment.
- B.  I elect to have 10 percent Federal Income Tax withheld, and any State Income Tax withheld (where required), from the taxable portion of my claim payment.
- C.  I elect to have **MORE** than 10 percent Federal Income Tax withheld from the taxable portion of my claim payment. Please withhold \_\_\_\_\_ percent.

- Electronic Funds Transfer** (only available for Preference Premier, PFS, PPA, PPS, PGS, and GPA products.

**PLEASE ATTACH A VOIDED CHECK.)**

(It is the Contract Owner's responsibility to inform The Company of any changes to banking information.)

Bank Name

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Bank Mailing Address

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

ABA Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

Type of Account:  Checking  Savings

**Note: A signature guarantee is required if the distribution will be sent to a location other than the address indicated in Section B.**

## I. Claim Fraud Warning Statements, And Required Signatures

The laws of the states below require the Company to provide the following statements:

**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 and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment for 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 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.

**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 and Oklahoma:** 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.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to any 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:** A person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing 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 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:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and 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 false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in R.S.A. 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.

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

**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 to defraud includes false information in an application for insurance or file, assist or abet 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:** 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.

## Required for All Claim Elections

Under penalties of perjury I certify: 1) That the number shown above is my correct Social Security/Trust/Estate Tax Identification Number or Taxpayer Identification Number; and 2) that I am not subject to backup withholding because: (a) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends; or (b) the IRS has notified me that I am no longer subject to backup withholding; and 3) I am a U.S. citizen or a U.S. resident for tax purposes.

My Social Security/Trust/Estate Tax Identification Number is

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Signature of Claimant/Trustee/POA

Date



Title, if applicable

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Signature of Co-Trustee or co-POA, if applicable



Title

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**Note: A signature guarantee is required if the distribution will be sent to a location other than the address indicated in Section B.**

### ■ J. Check List

- Completed claim form for each beneficiary
- Certified copy of death certificate (one per decedent)
- Estate: Certified Letters Testamentary
- Trust: A complete copy of the Trust - all Trustees must sign, with titles, on a single claim form
- Conservator/Guardian: Court Certified Letters (certified within the last 60 days)
- Corporation: Corporate Resolution specifying authorized signer(s)
- Annuity Payments under a Life Option: Proof of age - copy of driver's license, birth certificate or passport
- Power of Attorney: A complete copy of the POA document
- State Notice and Consent forms, if required by the decedent's state of residence
- Signature Guarantee required if distribution will be sent to a location other than the address indicated in Section B.

### Mailing Instructions

#### For Regular Mail:

MetLife Customer Service Center  
P.O. Box 10342  
Des Moines IA 50306-0342  
1-800-638-7732

#### For Overnight Mail Only:

MetLife Customer Service Center  
4700 Westown Parkway Ste 200  
West Des Moines IA 50266  
1-800-638-7732



## Total Control Account Features

### The Total Control Account® (TCA) Settlement Option Provides...

#### Interest

- Your TCA earns interest from the date it is established. MetLife sets the TCA rates weekly. Changes in the interest rate will be applied prospectively. The interest credited to your TCA will never fall below the effective annual yield guaranteed in your Customer Agreement, and will equal or exceed the rate established by at least one of the following indices: the prior week's Money Fund Report Averages™/Government 7-Day Simple Yield or the Bank Rate Monitor™ National Money Market Rate Index.
- Interest is compounded daily and credited monthly to your TCA. (Generally, the interest you are paid will be subject to income tax. You should consult your own advisors about your particular tax liabilities and investment options.)

#### Immediate Access To Funds And Flexibility

- The assets backing your TCA funds are maintained in the general account of MetLife or the MetLife insurance company affiliate that issued the underlying policy (the "Issuing Insurance Company").
- **You can withdraw all or part of your TCA balance immediately** or any time thereafter, without penalty or loss of interest, by writing a draft to yourself. You can write drafts from a minimum amount of \$250 up to the full amount, including your interest, in your TCA at any time.
- There are no limits on the number of drafts you can write each month. The drafts MetLife provides to Accountholders are generally accepted by merchants and financial institutions that accept checks. As with any check or draft, please allow time for processing through your bank.
- You can name a beneficiary to receive your TCA balance, in case something happens to you.
- **Please note: A check will be issued to you if required by state law, regulation or direction.**
- The obligation of Metropolitan Life Insurance Company (MetLife) or the Issuing Insurance Company to pay the total benefit or proceeds is satisfied by the delivery of your TCA draftbook.

#### No Monthly Maintenance Fees

- There are no monthly maintenance fees for your TCA, and no charges for withdrawals or drafts.
- There are no monthly service or transaction charges. There is no charge for printing or reordering drafts.
- Please note: automatic electronic fund transfers, electronic bill payments, and phone payments are not available from TCA.

You may be charged a fee for special services or overdrawn TCA. The fee will be withdrawn from your TCA. The current special service fees and overdraft fees are: draft copy \$2; stop payment \$10; overdrawn TCA \$15; wire transfer \$10. In accordance with your TCA Customer Agreement, special service fees or fees for overdrawn TCAs are subject to change by the processing bank. MetLife may charge you a fee if you request overnight delivery service. The current fee for overnight delivery service is \$25.00.

#### TCA Services

- MetLife sends you a quarterly statement regarding Account balances and activity.
- Statements are also sent monthly if there has been withdrawal activity in the Account.
- Dedicated Service Representatives are within easy reach to answer any questions you may have about your TCA, **including interest rates, by calling Customer Service at 1-800-638-7283**. Callers with a TDD may call **1-800-229-3037**. You may also write to Metropolitan Life Insurance Company, PO Box 6300, Scranton, PA 18505-6300, Attn TCA.
- Information about your TCA is available to you electronically through MetLife's eSERVICE website at [www.metlife.com](http://www.metlife.com).



## Time To Decide

- Your rights to elect other available settlement options are preserved. As long as your TCA balance has not dropped below \$2,500, you may place some or all of your TCA balance in any other settlement option that is available to you, subject to that option's minimum dollar requirement.
- Annuity settlement options generally include a check, a TCA, Annuity Income Payments, and in certain instances, continuation of the annuity contract. These options are set forth in your claim form. A Guaranteed Interest Contract (GIC) may be available after your TCA is established. The amount applied will earn interest at a set rate for the period you select, compounded monthly. Interest penalty applies for early withdrawal.
- If you transfer your TCA balance into another settlement option, bear in mind that this will be a new, separate arrangement. Not all contracts allow for a choice of payment method; some contracts may limit the choice under certain circumstances. For more information about options available to you, you can check your policy or certificate, call your assigned financial services representative or call 1-800-638-7283. Callers with a TDD may call 1-800-229-3037.

## More Useful Information about the Total Control Account...

Unless the insured pre-selected an alternative settlement option, payment is usually made by a single check for the total proceeds under any of the following circumstances:

- The proceeds payable are less than \$5,000;
- The claimant resides in a foreign country; or
- The claimant is a corporation or similar entity.

TCAs which become abandoned property as defined by applicable law will be escheated to the appropriate state. This means that if we are unable to contact you after a certain period of inactivity on your TCA (typically three years, but may vary by state), we must close your TCA and pay the funds over to the appropriate state. The funds are still yours, but you must seek them from the state authority or state agency which holds them.

MetLife may limit or suspend access to TCA funds in the event of overpayment, suspected fraud or other situations where entitlement to funds is in question.

Recordkeeping and Draft clearing services for your TCA are provided by The Bank of NY Mellon, 701 Market Street, Philadelphia, PA 19106, pursuant to an administrative agreement.

The assets backing your TCA are maintained in the general account of MetLife or the Issuing Insurance Company. They are not maintained by The Bank of NY Mellon, which provides administrative services, or any other bank or institution. These general accounts are subject to the creditors of MetLife or the respective Issuing Insurance Company. MetLife or the Issuing Insurance Company bears the investment experience of such assets and expects to earn income sufficient to pay interest to TCA Accountholders and to provide a profit on the operation of the TCAs. Regardless of the investment experience of such assets, the effective annual yield on your Account will not be less than the rate guaranteed in your Customer Agreement. Currently TCAs established from annuities have a guaranteed minimum effective annual yield of 3%. The guaranteed minimum effective annual yield may be more or less at the time your TCA is established. **You may call 1-800-638-7283 for more information on current interest rates. Callers with a TDD may call 1-800-229-3037.**

The TCA is not insured by the Federal Deposit Insurance Corporation or any government agency. However, the entire amount of your TCA, including all interest credited to your TCA, is fully guaranteed by the financial strength and claims paying ability of MetLife or the respective Issuing Insurance Company.

## FOR FURTHER INFORMATION, PLEASE CONTACT YOUR STATE DEPARTMENT OF INSURANCE.

The Issuing Insurance Company's guaranty is further backed by your respective state insurance guaranty association. Maximum limits vary from state to state and may change over time. Contact the National Organization of Life and Health Insurance Guaranty Associations ([www.NOLHGA.com](http://www.NOLHGA.com), or telephone number 1-703-481-5206) to learn more.

Total Control Account® is a registered service mark of Metropolitan Life Insurance Company.