

**DEFERRED ANNUITY CLAIM FORM
STATEMENT OF BENEFICIARY**

I am not under guardianship, nor have I made any assignment, pledge or executed any document affecting ownership or right to any monies due or to become due under this contract, and further that no proceedings in bankruptcy are pending to which I am a party. I understand if there is a reportable distribution it will be reported to the Internal Revenue Service (IRS). Unless waived by me or in the absence of an election by me, if there is a reportable distribution it will have income tax withheld at a flat 10% rate. **(If you reside in OR or GA, State Taxes will be withheld regardless of election due to State Regulations; if you reside in DE, IA, LA, MA, ME, NE, NC, OK, or VT, State Tax withholding is mandatory if Federal Income Tax is withheld.**

Tax Withholding Election (Check One) If no election, taxes will be withheld at 10%Tax Withholding Election (Check One) **Approximate Taxable Amount** \$ _____ Do Not withhold income tax from my payments Withhold this specified amount of \$ _____, or percentage of _____% from each payment for Federal Tax Withhold this specified amount of \$ _____, or percentage of _____% from each payment for State Tax

All of the preceding answers and statements are true and complete and correctly recorded. The following statement is required by the IRS: **UNDER PENALTY OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ON THIS FORM IS MY CORRECT TAXPAYER ID NUMBER, AND I AM NOT SUBJECT TO BACK-UP WITHHOLDING.**

By signing this form I certify that after a careful and diligent search the policy whose number is listed on this form has been either lost or destroyed and I agree to indemnify and hold Guggenheim Life and Annuity Company (the "Company") harmless and free from all claims, suits or other actions that may arise if the original policy is ever found; and to reimburse the Company for all costs and expenses of every kind and character, including but not limited to attorney fees, which the Company may be obligated to incur in the event the policy is found and another claim is presented under it or by initialing here, I acknowledge that the policy is enclosed. _____

FOR RESIDENTS OF ALASKA, ARIZONA, ARKANSAS, CALIFORNIA COLORADO, DELAWARE, DISTRICT OF COLUMBIA, HAWAII, IDAHO, INDIANA, KENTUCKY, LOUISIANA, MAINE, MASSACHUSETTS, MINNESOTA, NEW HAMPSHIRE, NEW MEXICO, OHIO, OKLAHOMA, PENNSYLVANIA, TENNESSEE, TEXAS, VIRGINIA – REQUIRED NOTICE: 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.

FLORIDA RESIDENTS – REQUIRED NOTICE: 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.

NEW JERSEY RESIDENTS – REQUIRED NOTICE: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NEW YORK RESIDENTS – REQUIRED NOTICE: 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 thousand dollars and the stated value of the claim for each such violation

MARYLAND RESIDENTS – REQUIRED NOTICE: 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.

Signature of Beneficiary_____
Signature of Unrelated Witness_____
Date of Signature_____
Date of Signature of Witness_____
Other Telephone Number Where Beneficiary May Be Reached_____
Telephone Number of Witness

INSTRUCTIONS TO FILE A CLAIM UNDER A GUGGENHIEM LIFE ANNUITY CONTRACT

If the following instructions are not clear, or if any special information is desired, please contact our Customer Service Department for assistance. The furnishing of this form does not constitute an admission that there is any insurance in force. Please read the following instructions carefully and comply with them fully.

(1) To make claim under a contract, a Claim Form must be completed and filed with the Company. Regardless of the number of contracts involved, only one form is required from each Beneficiary. List all contract numbers on the form. **If there is more than one Beneficiary, each must submit a separate Claim Form. Each must have the signature and telephone number of the witness.**

(2) In completing a Claim Form, if the beneficiary's name has been changed by marriage or otherwise, evidence of the marriage or other method of change must be attached.

(3) **A Certificate of Death must be provided.** A photocopy of an original death certificate will be accepted. Only one Certificate of Death is required, regardless of the number of contracts or claimants involved.

(4) The contract should accompany the Claim Form, unless previously forwarded. If you are eligible for a Spousal Continuation you **should not** return the contract. If the contract is enclosed please mark the box titled "Contract is enclosed" on the Claim Form. If the contract is not enclosed or has not been previously forwarded the lost contract statement will apply.

(5) If claim is to be made on behalf of a Trust or an Estate, the Beneficiary Information section should be completed in the name of the Trust or Estate and the Personal Signature section signed by the Trustee and/or Executors. A photocopy of the appointment of the legal administrator or executor by the proper court must accompany the Claim Form if an estate is making the claim.

(6) If there are multiple beneficiaries and any of those named predeceases the contract owner/annuitant, satisfactory proof of death of the deceased beneficiary must accompany the claim form or must be furnished before the claim can be settled. A copy of the Certificate of Death for any such deceased person will be acceptable.

(7) If the claimant is a minor the Beneficiary Information section must be completed for the minor and the Personal Signature of Beneficiary Section should be signed by a Parent or Guardian. **Payment is generally limited to the Guardian for the benefit of the minor. We suggest you consult your legal advisor concerning payments to minors in your state.**

(8) If children are designated as a class as beneficiaries, that is, the beneficiaries are not specifically indicated by name in the beneficiary designation, an affidavit listing the name of each child, their date of birth, and social security numbers, will be required.

(9) If a settlement option is chosen, and the option includes a life contingency, the claimant must furnish satisfactory proof of their date of birth.

(10) If you are a spouse who is eligible to continue the existing contract you must designate new beneficiaries. Do not return the contract if you elect Spousal Continuation. The contract will continue as though there were no changes. This means that all contract provisions would continue including any Surrender Charges remaining on the contract.

(11) Annuity Contracts that are currently making payments to the owner will need to have a new beneficiary named for each Claimant. Room is provided on the claim form. If additional space is needed, please use separate sheet of paper including all the information requested.

(12) Federal Income Tax Withholding Information. You have the option to have Income Taxes withheld from the claim proceeds. **If you elect not to have withholding apply to your contract proceeds, or if you do not have enough Federal Income Tax withheld from your contract proceeds, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.** Withholding will apply only to the gain included in the proceeds. Therefore, tax liability may be calculated on a figure other than the full amount of the proceeds. Comments regarding the tax aspects of an annuity or life insurance contract are not intended to be all encompassing. Your tax advisor should be consulted on any specific points of interest. A statement of taxable income and total taxes withheld will be provided to you. If no election is made, taxes will be automatically withheld at a rate of 10%.

For some states the Insurance Company must receive authorization from the appropriate state tax or revenue department before a claim payment may be made to certain beneficiaries. Consult your tax advisor regarding the requirements for your state.

(13) For some annuity contracts a surrender charge and/or market value adjustment may apply to the proceeds payable if taken in a lump sum. Each Beneficiary will have the ability to elect a lump sum or other settlement option. In many cases, the benefit must be distributed within 5 years of the date of death. Please consult your tax advisor for additional clarification.