

# 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.

Return the completed form to MassMutual Retirement Services ("MassMutual") for review. This request will not be submitted through our Unforeseeable Emergency Review process until it is received in good order. 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.

**Questions?**

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

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

Online  
[www.massmutual.com/govnp](http://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
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\* Legal Address

City	State	Zip Code	Daytime Phone Number
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\*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.

My approximate account value is \$ \_\_\_\_\_

Withdrawal amount requested\* \$ \_\_\_\_\_ **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.** 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.

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)** GPROCESS HRDSHIPWD L2

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 greater 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**

**Skip this Section if you reside in a state with no income tax or withholding on retirement income.**

The taxable portion of your payment may also be subject to state income tax withholding. If you do not make an election below, state income taxes will only be withheld if required by state law. (Note: If state income taxes are not withheld you are liable for payment of state income tax on your distribution. In certain states 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.)

Your options for state tax withholding are: (Note: These rules are subject to change at any time. For current tax information pertaining to your resident state, please contact your tax advisor or your state income tax department.)

AR, DC, DE, IA, KS, ME, MD, MA, NC, NE, OK, VT, VA	These states require mandatory state withholding. MassMutual is required to withhold based on state law. You may not elect out of state income tax withholding.
CA, OR	These states require mandatory state withholding. MassMutual is required to withhold state income taxes based on state law unless you elect out of withholding: <input type="checkbox"/> By checking the box to the left, I elect no state income tax withholding.
MI	This state requires mandatory state withholding. MassMutual is required to withhold state income taxes based on state law unless you provide alternate withholding instructions by completing a Michigan Withholding Certificate ( <i>MI W-4P Withholding Certificate for Michigan Pension and Annuity Payments</i> ) and submitting it with this form.
AL, AZ, CO, CT, GA, ID, IL, IN, KY, LA, MN, MS, MO, MT, NJ, NM, NY, ND, OH, PA, RI, SC, UT, WV, WI	These states permit voluntary income tax withholding. You may voluntarily elect state withholding by providing an election below: I voluntarily elect to withhold an amount of: \$ _____

**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.**

1.  Express mail my check(s). I understand a \$7.00 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.
2.  Wire transfer my payment. I understand that a \$15.00 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.

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

# Unforeseeable Emergency Withdrawal Request - Part 2

## Section A - Certification of Unforeseeable Emergency Withdrawal

GPROCESS HRDSHIPWD L2

Please select the reason(s) below for your request.

Documentation to support the requested amount must be attached in order for this request to be reviewed.

The documentation must clearly support that this financial hardship was unforeseen and extraordinary and caused by circumstances beyond your control. The documentation must specifically verify the amount of the need and must show that the financial hardship could not be relieved through insurance payments or liquidation of assets that would not cause additional hardship.

Check Reason for Withdrawal	Documentation Guidelines
<input type="checkbox"/> Sudden and Unexpected Illness or Accident of the Participant, Spouse, Dependent or 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	<ul style="list-style-type: none"> <li>• Outstanding medical bills dated within last 60 days with amount due, including the date of services; copies of prescription drug bills and other medical expense statement(s).</li> <li>• Insurer's Explanation of Benefits showing the services provided, the amount covered by insurance and the amount due from the participant. Collection notices that do not contain this information are not eligible for review.</li> </ul> <p>Important: If you do not have insurance, you are required to check off this box as certification that you do not have insurance. <input type="checkbox"/></p>
<input type="checkbox"/> Major property loss due to casualty or severe weather (IRS Rev. Ruling 2010-27)	<ul style="list-style-type: none"> <li>• Contractor's estimate dated within last 60 days for repair due to damages with the amount due.</li> <li>• Statement from appropriate government agency or contractor attesting to the cause of damage.</li> <li>• Documentation of insurance payments received or copy of claim denial letter.</li> <li>• Repairs or rebuilding must be made within one year from the date of the unforeseen emergency distribution.</li> </ul> <p>Note: General house maintenance and repairs due to "wear and tear" are not covered.</p> <p>Important: If you do not have insurance, you are required to check off this box as certification that you do not have insurance. <input type="checkbox"/></p>
<input type="checkbox"/> Funeral Expenses of a Spouse, Dependent or Beneficiary of the Participant (IRS Rev. Ruling 2010-27)	<ul style="list-style-type: none"> <li>• Itemized Funeral Home and or Cemetery bill dated within last 60 days with the amount due billed to the name of the Participant.</li> </ul>
<input type="checkbox"/> To prevent imminent eviction or foreclosure from the Participant's primary residence	<ul style="list-style-type: none"> <li>• Notice from Landlord/Mortgage Company dated within the last 60 days indicating:             <ul style="list-style-type: none"> <li>• Property address.</li> <li>• <b>Future</b> eviction/foreclosure date.</li> <li>• The amount required to avoid eviction/foreclosure.</li> <li>• Eviction notices must be signed by the landlord.</li> </ul> </li> </ul>
<input type="checkbox"/> <b>Other similar extraordinary and unforeseen circumstances arising as a result of events beyond the control of you or, if permitted by the Plan, your Primary Beneficiary</b>	<ul style="list-style-type: none"> <li>• <b>Examples of other <i>allowable</i> events constituting a financial hardship arising from an unforeseeable emergency:</b> <ul style="list-style-type: none"> <li>• Involuntary loss of income due to medical condition or procedure</li> <li>• Involuntary loss of income due to employment layoff</li> <li>• Legal expenses arising out of legal complications associated with an adoption</li> </ul> </li> </ul> <p>Note: The documentation must clearly support that this financial hardship was:</p> <ul style="list-style-type: none"> <li>• Unforeseen and extraordinary</li> <li>• Caused by circumstances beyond your control</li> </ul> <p>The documentation must specifically indicate the amount of need.</p>

**Section B - Contribution Status**

GPROCESS HRDSHIPWD L2

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 C - 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 D - Participant Acknowledgement**

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 as selected on this form 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 E - Plan Administrator Certification and Authorization (required)**

GPROCESS HRDSHIPWD L2

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.

**Please be sure the below signatory is on record as an authorized signer for your Plan at MassMutual.**

**Required: Approved Amount \$** \_\_\_\_\_

\_\_\_\_\_  
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 Retirement Services  
P.O. Box 1583  
Hartford, CT 06144-1583

Overnight Mail Address:  
MassMutual Retirement Services  
1 Griffin Road North  
Windsor, CT 06095-1512

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 F - Important Information**

**Good Order** – "Good Order" for the review of the request means that all sections of the form are complete, the participant has provided their signature authorizing the transaction, and appropriate supporting documentation has been provided. Once the request has been reviewed, the Plan Sponsor must provide 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](http://www.massmutual.com/govnp) and select the "My Profile" tab at the top of the screen.

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) (of which Retirement Services is a division) and its affiliated companies and sales representatives.

## Fraud Warning Statements

The following states require insurance applicants to acknowledge a fraud warning statement specific to that state. Please refer to the specific fraud warning statement for your state as indicated below. If your state is not separately listed, please refer to the NAIC Model Fraud Statement below.

**NAIC Model Fraud Statement:** 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.

**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.

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

**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 settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

**District of Columbia** - Warning: It is a crime to provide false or misleading information to an 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.

**Indiana** - 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.

**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.

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

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

**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. However, the lack of such a statement shall not constitute a defense against prosecution under RSA 638:20.

**New Jersey** - Any person who knowingly includes any false or misleading information on an application for an insurance policy, or files a statement of claim containing any false or misleading information, is subject to criminal and civil 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 thousand 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.

**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.

**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.

**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.



## Eviction Notice Document

MassMutual Group Name and/or Group Number #: \_\_\_\_\_ (completed by participant)

All fields are required to be completed unless indicated otherwise.

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

Name of Renter/Lessee: \_\_\_\_\_

Name of Landlord or Rental Organization: \_\_\_\_\_

The renter/lessee is overdue in their payments.

- The months overdue are (list months): \_\_\_\_\_
- The amount due each month is \$ \_\_\_\_\_
- The total amount currently due to prevent eviction, which may include late fees and penalties, is \$ \_\_\_\_\_

**Due Date**

If the renter/lessee pays the amount currently due by \_\_\_\_\_ (mm/dd/yy) then the renter/lessee will be allowed to stay.

***IMPORTANT: This form must be received by MassMutual 10 days prior to the due date.***

If this amount is not paid by the date listed above, the renter/lessee will be evicted from the property.

If the landlord is an individual and not a rental organization a copy of the current, signed lease must be provided to MassMutual. If no rental agreement exists and the renter is paying one month at a time, please indicate this below:

- No lease exists and the renter is paying monthly.  
 (Check here if appropriate)

\_\_\_\_\_  
Signature of Landlord or Authorized individual of Rental Organization

\_\_\_\_\_  
Date

Mail to: MassMutual Retirement Services, PO Box 1583, Hartford, CT 06144-1583  
For Overnight Mail: MassMutual Retirement Services, 1 Griffin Road North, Windsor, CT 06095-1512  
**FAX: 1-877-526-2531 or 1-800-678-8645**