

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.

***A dependent is defined as a qualifying child or a qualifying relative.**

A qualifying child must:

- (i) be the child of the taxpayer or a descendent of such child, or be a brother, sister, stepbrother, or stepsister of the taxpayer or a descendent of any such relative;
- (ii) have the same principal place of abode as the taxpayer for more than one-half of the taxable year;
- (iii) satisfy age requirements (i.e., must not have attained age 19 before the close of the calendar year in which the taxable year of the taxpayer begins or, is a student who has not attained age 24 as of the close of the calendar year in which the taxable year of the taxpayer begins, or must be permanently and totally disabled (as defined in Code Section 22(e)(3)); and
- (iv) not have provided over one-half of such individual's own support for the calendar year in which the taxable year of the taxpayer begins. Code Section 152(c).

A qualifying relative requires that an individual:

- (1) (i) bear a specified relationship to the taxpayer or be an individual (other than a spouse), described in paragraph 2.
- (ii) be an individual whose gross income for the calendar year in which such taxable year begins is less than the exemption amount defined in section 151(d),
- (iii) be an individual for whom the taxpayer provides over one-half of the individual's support for the calendar year; and
- (iv) not satisfy the definition of a qualifying child of such taxpayer or any other individual.

(2) bears a relationship to the taxpayer described in this paragraph if the individual is any of the following with respect to the taxpayer:

A son or daughter of the taxpayer, or a descendant of either

A stepson or stepdaughter of the taxpayer

A brother, sister, stepbrother, or stepsister of the taxpayer

The father or mother of the taxpayer, or an ancestor of either

A stepfather or stepmother of the taxpayer

A son or daughter of a brother or sister of the taxpayer

A brother or sister of the father or mother of the taxpayer

A son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law of the taxpayer

An individual (other than an individual who at any time during the taxable year was the spouse determined without regard to section 7703, of the taxpayer) who, for the taxable year of the taxpayer, has as his principal place of abode the home of the taxpayer and is a member of the taxpayer's household.

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 your Plan Administrator for review and approval.

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
1-860-843-3280

Online
retire.hartfordlife.com

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 "State 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.** 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.

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 \$ _____

Note: If you are a U.S. citizen residing outside of the U.S. you cannot elect out of federal withholding. If you are a non-resident alien or beneficiary for a Puerto Rican resident special withholding rules may apply. Please contact your Plan Administrator.

Section F - State Income Tax Withholding

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

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"/> 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: \$ _____ OR _____ % (whole % only)

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.

1. Express mail my check. I understand a \$7.00 fee will be deducted from my distribution for this service. Note: Express mail is not available to a PO Box.
2. Wire transfer my payment. I understand that a \$15.00 fee will be deducted from my distribution for this service; your financial institution may also charge a fee. Note: Your wire will be delayed if you provide invalid wire instructions or account numbers.

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

Please select the reason(s) below for your request and provide a brief description of your unforeseen emergency circumstance in Section B below.

Documentation to support this 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"> • All documentation must show that the date of service was within the past 12 months. • Insurer's Explanation of Benefits Statement showing amount owed by participant, copies of prescription drug bills or other medical expense statement. • Outstanding medical bills showing amount to be paid by insurance carrier as well as the amount due from the participant. Collection notices that do not contain this information are not eligible for review. • If participant does not have insurance, they must state so on their application. (See Section E) • If applicable, Proof of Dependency, i.e., copy of first page and signature page of participant's federal income tax return.
<input type="checkbox"/> Major property loss due to casualty or severe weather (IRS Rev. Ruling 2010-27)	<ul style="list-style-type: none"> • All documentation must be dated within the past 6 months. • Contractor's estimate on the contractor's letterhead, for repair due to catastrophic damages, statement from appropriate government agency or contractor attesting to cause of damage. General house maintenance due to wear and tear is not covered. • Documentation of insurance payments received or copy of claim denial letter. • If participant does not have insurance, they must state so on their application. (See Section E)
<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"> • All documentation must be dated within the past 12 months. • Funeral home invoice in the name of the participant. • Copy of Death Certificate. • If applicable, Proof of Dependency, i.e., copy of first page and signature page of participant's federal income tax return.
<input type="checkbox"/> To prevent imminent eviction or foreclosure from the Participant's primary residence	<ul style="list-style-type: none"> • Foreclosure: The issue date for all documentation must be within the past 60 days. • Eviction: The issue date for all documentation must be within the past 30 days. • Notice from Landlord/Mortgage Company must indicate: <ul style="list-style-type: none"> • Property address. • Future eviction/foreclosure date. • The amount required to avoid eviction/foreclosure. • Eviction notices must be signed by the landlord and contain a contact phone number for the landlord. • Documentation of primary residency, such as copy of most current utility bill, most recent pay stub from employer showing residential address, copy of first page and signature page of the participant's federal income tax return.

Section B - Description of Unforeseeable Emergency

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

Section C - 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 D - 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 E - 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: _____

Section F - 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 Part 1, Section F and the attached Fraud Warning Statements, as applicable to my state. I understand that the state income tax withholding rules described in Part 1, Section F 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).

Participant's Signature _____

Date _____

Completed and signed forms in "good order" may be Faxed to 860-843-3280 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 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 multiple submissions.

Section H - 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 appropriate supporting documentation has been provided.

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.

MassMutual - MassMutual Retirement Services (MMRS) is a division of Massachusetts Mutual life Insurance Company (MassMutual) and affiliates.

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 retire.hartfordlife.com and select the "My Profile" tab at the top of the screen.

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.