

**American General Life Insurance Company (AGL)
The United States Life Insurance Company in the City of New York (USL)**

Address mail to:
Annuity Service Center

Regular Mail
P.O. Box 2708
Amarillo, TX 79105-2708

Or

Overnight Mail
1050 North Western Street
Amarillo, TX 79106-7011

Phone: 800-242-4079
Email: aigannuityservice@aig.com
Website: aig.com/annuities
Fax: 713-620-3829

Index Annuity Death Claim

Please read the following instructions carefully. Any omissions or missing information may cause a delay in the processing of your claim.

General Instructions

- Please print all information in black or blue ink and then sign and date in Section 11. Each beneficiary of the Owner or Annuitant (*the deceased*) must submit a separate death claim form.
- If the claim is for more than \$50,000, an **original, raised seal certified death certificate** indicating the deceased's manner of death is required (*one certificate per deceased person; non-returnable*). A faxed or emailed copy of the certified death certificate is acceptable if the death benefit(s) you are claiming for all contracts is less than \$50,000. A faxed or emailed copy of the death claim form is acceptable if the death benefit(s) you are claiming for all contracts is less than \$500,000.
- It is your responsibility to ensure any Required Minimum Distributions (RMDs) have been satisfied, including those RMDs associated with the deceased's year of death (*see Section 7*).
- **We recommend that you consult your tax professional regarding the tax impact of this claim.**
- For Qualified contracts, if the deceased's death occurred on or after January 1, 2020, the availability of certain claim options will vary depending on which type of Beneficiary you are. The various types of Beneficiaries are:
 - **Designated Beneficiary** – a natural person or non-natural entity (*acting as an agent for a natural person or persons*) selected by the deceased to receive the death benefit upon the deceased's death.
 - **Eligible Designated Beneficiary** – is determined at the time of the deceased's death; is a Designated Beneficiary selected by the deceased to receive all or a portion of the death benefit; and for purposes of the contract(s) and this form, is either (a) the surviving spouse or (b) a non-spousal designated beneficiary no more than 10 years younger than the deceased.
 - **Beneficiary that is a non-natural entity** (*not acting as an agent for a natural person or persons*) – an example of such Beneficiary is the estate of the deceased.

Claim Options (*may vary according to the product and qualified status of the contract*)

Spousal Beneficiary

1. **Spousal Continuation (*for Spouses only*)**, which allows you to continue the contract in your own name if you are the surviving spouse and sole primary beneficiary. To elect **Spousal Continuation**, please complete only **Sections 1, 2, 7, 8, 9, 10, and 11**.

All Beneficiaries (*including spouses not electing Spousal Continuation*) may elect only one of the following claim options:

2. **Deferral Option**, which allows you the opportunity to defer the distribution of your death claim proceeds while maintaining the ability to withdraw up to 100% of your death claim proceeds at any time. All funds must be distributed no later than five years from the deceased's date of death. To elect the **Deferral Option**, please complete only **Sections 1, 3, 7, 8, 9, 10 and 11**.
3. **Annuity Income Payments**, which converts 100% of your death claim proceeds into a guaranteed stream of periodic income payments over an elected period of time and/or your lifetime. Some or all Annuity Income Payment options may not be available for certain Qualified beneficiaries. Please see the Annuity Income Payments section for more information. To elect **Annuity Income Payments**, please complete only **Sections 1, 4, 7, 8, 9, 10 and 11**.
4. **Lump Sum Cash Distribution Election**, which allows you to take a one-time payment of 100% of your death claim proceeds. We will generate IRS Form 1099-R for your death claim proceeds for the calendar year in which the lump sum is distributed. To elect **Lump Sum Cash Distribution Election**, please complete only **Sections 1, 5, 9, 10 and 11**.

- 5. Transfer, Rollover, or Exchange to Another Carrier**, which allows you to transfer, roll over or exchange your death claim proceeds to another carrier. This option must be elected by December 31 of the year following the deceased's death Qualified contracts or one year after the deceased's date of death (*Non-Qualified contracts*). Transfer/rollover/exchange paperwork from the receiving carrier and their letter of acceptance must be received with this death claim form in order to complete a transfer/rollover/exchange with no tax withholding. To elect **Transfer, Rollover, or Exchange to Another Carrier**, please complete only **Sections 1, 6, 7, 9, 10 and 11.**

When A Claim Is Payable To:

An Individual Beneficiary or Beneficiaries: If any beneficiary has predeceased the Owner or Annuitant, please notify us immediately and provide a certified death certificate for the deceased beneficiary.

A Trust: The current trustee(s) must complete the death claim form and provide a Certification of Trust. You can obtain the Certification of Trust form by contacting our Annuity Service Center.

An Estate, or Executors or Administrators of an Estate: The estate's executor or administrator must complete the death claim form and provide a certified, court-approved appointment or letters of testamentary. If the estate qualifies as a "small estate" under the Small Estate statute of the decedent's state of residence, we will require a copy of the properly prepared affidavit.

A Minor: A guardian of the estate of the minor (*not necessarily the parent*) must complete the death claim form. A certified, court-approved appointment must be furnished unless the amount qualifies for payment under your state's Uniform Transfers to Minors Act.

Children or Members of a Class (to be used when Beneficiaries have not been identified by name) A notarized Representation and Indemnification Agreement form must be furnished, setting forth the names and notarized signatures of each person who qualifies for the claim. If any beneficiary has predeceased the Owner or Annuitant, please notify us immediately and provide a certified death certificate for the deceased beneficiary. The Representation and Indemnification Agreement form is available by contacting our Annuity Service Center.

1 Contract, Deceased & Beneficiary Information

For examples of how to complete Beneficiary's (*Your*) Information, please refer to the **Appendix** at the end of this form.

A. Contract Information

Contract Number(s) _____

B. Deceased's Information

Last Name _____ First Name _____ MI _____

Address _____ City _____ State _____ Zip _____

Date of Death _____ Date of Birth _____ SSN _____

C. Beneficiary's (*Your*) Information

Last Name _____ First Name _____ MI _____

Address _____ City _____ State _____ Zip _____

Phone (*daytime*) _____ Relationship to Deceased _____

Email Address _____

Birth Date _____ Trust Date _____ SSN/TIN _____

If your name has changed, please provide a marriage certificate, divorce decree, or other court-issued document showing the change of name.

2 Spousal Continuation (*IRA & Non-Qualified Annuities Only*)

A. Spousal Continuation Election

This option is only available to the surviving spouse of the deceased, who is also the sole primary beneficiary under the contract. Proceeds will remain in the same investment allocation(s) the deceased had elected unless otherwise elected, subject to contractual provisions. Please contact the Annuity Service Center for more information.

- By checking this box, I elect to have the contract continue in my name, and I understand that no death benefit will be payable until my death.** Generally, the contract and any of its elected features will remain the same. If the original contract had a joint living benefit, I may be able to elect to continue the living benefit as the sole Covered Person (*subject to contractual provisions*). I will be subject to the same fees, charges and expenses as applicable to the original contract. I affirm I was the spouse of the deceased at the time of the deceased's death. I understand I will be the new Owner and Annuitant on the contract, and new beneficiaries may be designated. If I do not designate new beneficiaries under the contract, the beneficiary designation will default to my estate.

2 Spousal Continuation *(Continued)*

Note - Federal tax law requires that for IRAs, a spouse continuing the contract must begin taking Required Minimum Distributions (RMD) upon attainment of age 72 (*age 70½ if born before July 1, 1949*).

B. Living Benefit Continuation *(not available for all contracts)*

I. Flex Living Benefits only

i. **Prior to Lifetime Income Activation** - If the Owner elected a Flex Living Benefit and died prior to activating Lifetime Income, you as the surviving Spousal Joint Owner or Spousal Beneficiary may elect to continue the Flex Living Benefit as the sole Covered Person.

Continue Flex Living Benefit as sole Covered Person (*Lifetime Income has NOT been activated by Owner*)

ii. **On or After Lifetime Income Activation** - If the Owner died after activating Lifetime Income, The Flex Living Benefit may be continued in the following scenarios:

- Owner and surviving Spouse were joint Covered Persons
- Surviving Spouse was the sole Covered Person **and** either a Joint Owner or a Spousal Beneficiary

Continue Flex Living Benefit as sole Covered Person (*your Living Benefit Fee and Lifetime Income will not change based on the Flex Living Benefit values in effect prior to the death of the deceased*)

II. Non-Flex Living Benefits

Generally, a surviving Spousal Joint Owner or Spousal Beneficiary cannot continue a Living Benefit unless the original jointly-owned contract named two Covered Persons. Please refer to your contract for more information regarding availability to continue a Living Benefit feature upon Spousal Continuation.

C. Allocations

Per the contract, you may reallocate your Contract Value at the beginning of each index term. If we do not receive your allocation instructions at the beginning of an index term, the Contract Value will remain allocated according to the instructions we have on file.

D. Current Automatic Programs

Automatic programs such as Systematic Withdrawal and Automatic Required Minimum Distribution were terminated upon notification of the deceased's death.

Please SKIP Sections 3 thru 6 and COMPLETE Sections 7 thru 11.

3 Deferral Option

The Deferral Option provides you the opportunity to defer the distribution of your death claim proceeds, while allowing you to take discretionary withdrawals of up to 100% of your remaining death claim proceeds at any time. If at any time you would like to take a full or partial withdrawal of any remaining death claim proceeds, please contact our Annuity Service Center for the appropriate withdrawal form. Additional information regarding the Deferral Option is available in the **Appendix** at the end of this death claim form.

A. Deferral Option Election

By checking one of the boxes below, you are electing to defer receiving a full distribution of your death claim proceeds for a set period of time. With your election of the Deferral Option, you are entitled to certain options and the waiver of certain fees. Please see the information below and the **Appendix** for details regarding your rights and obligations. Certain other contractual provisions do not apply.

I. Non-Qualified Annuities

5-Year Deferral Option - I elect to defer receiving a full distribution of my death claim proceeds until the fifth anniversary of the deceased's date of death. I may request a full or partial distribution of my remaining death claim proceeds at any time during the deferral. I understand that any balance remaining in the contract five years from the deceased's date of death will be distributed to my address of record.

II. Qualified Annuities - Please select one of the following options below.

The following options are applicable if the death of the Qualified Owner occurred on or after January 1, 2020 and the availability of each option will vary depending on if you are a (1) Designated Beneficiary, (2) Eligible Designated Beneficiary or (3) Beneficiary that is a non-natural entity that is not acting as an agent for a natural person or persons. For a description of each type of Beneficiary, please see Page 1 of this death claim form.

Note - If the death of the Qualified Owner occurred prior to January 1, 2020, certain options below may not be available.

3 Deferral Option *(Continued)*

i. Designated Beneficiaries and Eligible Designated Beneficiaries

5-Year Deferral Option - I elect to defer receiving a full distribution of my death claim proceeds until the fifth anniversary of the deceased's date of death. I may request a full or partial distribution of my remaining death claim proceeds at any time during the deferral. I understand that any balance remaining in the contract five years from the deceased's date of death will be distributed to my address of record.

ii. Beneficiaries that are a non-natural entity (not acting as an agent for a natural person or persons)

5-Year Deferral Option (only available if the deceased had not begun taking Required Minimum Distributions) - I elect to defer receiving a full distribution of my death claim proceeds until the fifth anniversary of the deceased's date of death. I may request a full or partial distribution of my death claim proceeds at any time during the deferral. Any balance remaining in the contract five years from the deceased's date of death will be distributed to my address of record.

Note – If the deceased had begun taking Required Minimum Distributions, the Deferral Option is not available and you may only elect either Annuity Income Payments (see Section 4), a Lump Sum Cash Distribution (see Section 5) or Transfer, Rollover or Exchange to Another Carrier (see Section 6).

Please **SKIP** Sections 4 thru 6 and **COMPLETE** Sections 7 thru 11.

4 Annuity Income Payments

Annuity Income Payments provide you with periodic payments over the time period you select. To exercise this option, you must begin Annuity Income Payments by December 31 of the year following the deceased's date of death for Qualified contracts and within one year of the deceased's date of death for Non-Qualified contracts. It may take up to 30 days to receive your first payment after your election is received in good order. Some income options may not be available to non-natural beneficiaries.

Note: If the contract was in the income payout phase prior to the deceased's death, please skip to section 7.

A. Annuity Income Payment Options

Please tell us how you would like to receive your Annuity Income Payments by selecting one of the following options. **If selecting a life income option, please provide one of the following with this death claim form: copy of driver's license, certified copy of your birth certificate, or passport.**

Income for a Specified Period Guaranteed*: Payments will be made for a specified period. The specified guaranteed period may not exceed your life expectancy.

Specify the number of years (5-30) _____

Note - If your death occurs during the guaranteed period, the remaining payments will continue to your designated beneficiary(ies) until the specified period has expired. For Qualified contracts, any remaining payments to your designated beneficiary(ies) will be limited to no more than 10 years after your death.

Life Income Annuity**: Payments will be made for your lifetime, based on your life expectancy. Upon your death, no further Annuity Income Payments will be made.

Life Income With 10 or 20 Years Guaranteed**: Payments will be made for the longer of the specified period or your lifetime. The specified guaranteed period may not exceed your life expectancy and in some cases we may need to adjust your guaranteed period to less than 10 years.

Specify the number of years: 10 Years 20 Years

Note - If your death occurs during the guaranteed period, the remaining payments will continue to your designated beneficiary(ies) until the specified period has expired. For Qualified contracts,, any remaining payments to your designated beneficiary(ies) will be limited to no more than 10 years after your death.

***On Qualified contracts the guaranteed period cannot exceed 10 years unless you are an Eligible Designated Beneficiary.**

****Only available on Qualified contracts if you are an Eligible Designated Beneficiary.**

PLEASE NOTE: The life income option offers higher income payments than income options with a guaranteed period, but does not guarantee a minimum number of payments; payments stop upon your death.

B. Frequency of Payments

Select the frequency of payments: Monthly Quarterly Semi-Annually Annually

Please **SKIP** Sections 5 thru 6 and **COMPLETE** Sections 7 thru 11.

5 Lump Sum Cash Distribution Election

- By checking this box, I elect a Lump Sum Cash Distribution. I understand this death claim payment will be reported on IRS Form 1099-R for the calendar year in which the lump sum is distributed.

Please SKIP Sections 6 thru 8 and COMPLETE Sections 9 thru 11.

6 Transfer, Rollover, or Exchange to Another Carrier

- By checking this box, I elect to send my death claim proceeds to another carrier. I understand transfer/rollover/exchange paperwork from the receiving carrier and their letter of acceptance will be required to process this option. If we do not receive transfer/rollover/exchange paperwork and a letter of acceptance from the receiving carrier, we will treat this request as not in good order.

For Spousal Beneficiary (IRAs only)

- If you are a spouse and death claim proceeds are being paid into an account in your name at another carrier, the transfer paperwork must show your name (*being the surviving spouse*) as the Owner.

For Spousal and Non-Spousal Beneficiaries

- If death claim proceeds are being paid into a Beneficiary IRA at another carrier, the rollover paperwork must be styled in a manner substantially similar to "Inherited IRA for John Doe as Beneficiary of Jane Doe, Deceased."
- For a Non-Qualified 1035 Exchange, the exchange paperwork must indicate the new contract will be set up as an Inherited Non-Qualified annuity and the exchange paperwork must be styled in a manner substantially similar to "John Doe as Beneficiary of Jane Doe, Deceased." **Note** – a Non-Qualified 1035 Exchange may not be available in certain circumstances, please discuss with your tax advisor.

Please SKIP Sections 8 thru 10 and COMPLETE Section 11.

7 Deceased's Required Minimum Distributions (Qualified contracts only)

For Qualified contracts only, If the deceased had not taken the Required Minimum Distribution for the year in which he/she died, that distribution, calculated based on the deceased's life expectancy, must be taken. Please select one of the options below to address the deceased's final Required Minimum Distribution processed with this death claim form. **Note** – taking the RMD may impact the amount of the death claim proceeds due to you.

- Calculate and distribute the RMD for the year of death (**default, if no other option is selected**)
- Distribute \$_____ to satisfy the RMD for the year of death (*may not exceed the RMD calculated for this annuity only*)
- No distribution is needed as the RMD has already been satisfied for the year of death

8 Beneficiary Designation Change (required for Spousal Continuation, Deferral Option, and Annuity Income Payments)

Designate your new beneficiary(ies) below. If you do not complete this section or if the information you provide is unclear, then the beneficiary designation will default to your estate. Please note: When there are multiple beneficiaries and one predeceases you, the proceeds will be divided among the remaining beneficiaries. However, a designation of "Per Stirpes" after the beneficiary name allows the descendants of the deceased beneficiary to receive the deceased beneficiary's portion.

For each type/class of beneficiary (*i.e., Primary or Contingent*), percentages must equal 100%. If no percentage(s) is indicated, your death benefit will be paid equally to the listed primary beneficiaries that survive you.

If designating a Trust as beneficiary, please include the full name of the Trust and the Trustee name(s) below. In addition, please submit a Certification of Trust form along with this claim form, which is available by contacting our Annuity Service Center.

Primary Beneficiaries — Primary beneficiaries receive the death benefit upon your death.

Contingent Beneficiaries — Generally, contingent beneficiaries receive the death benefit upon your death only if all primary beneficiaries predecease you.

To ensure your beneficiaries are identified and paid in a timely manner, please remember to include each beneficiary's name, address, phone number, birth/trust date and SSN/TIN.

1. Beneficiary Name _____ Relationship _____ Percent _____ %
 Address _____ City _____ State _____ Zip _____
 SSN or TIN _____ Birth/Trust Date _____ Primary Contingent
 Email _____ Home Phone _____ Cell Phone _____

8 Beneficiary Designation Change *(Continued)*

2. Beneficiary Name _____ Relationship _____ Percent _____ %
 Address _____ City _____ State _____ Zip _____
 SSN or TIN _____ Birth/Trust Date _____ Primary Contingent
 Email _____ Home Phone _____ Cell Phone _____

3. Beneficiary Name _____ Relationship _____ Percent _____ %
 Address _____ City _____ State _____ Zip _____
 SSN or TIN _____ Birth/Trust Date _____ Primary Contingent
 Email _____ Home Phone _____ Cell Phone _____

4. Beneficiary Name _____ Relationship _____ Percent _____ %
 Address _____ City _____ State _____ Zip _____
 SSN or TIN _____ Birth/Trust Date _____ Primary Contingent
 Email _____ Home Phone _____ Cell Phone _____

5. Beneficiary Name _____ Relationship _____ Percent _____ %
 Address _____ City _____ State _____ Zip _____
 SSN or TIN _____ Birth/Trust Date _____ Primary Contingent
 Email _____ Home Phone _____ Cell Phone _____

If additional beneficiaries are being designated, please attach an additional sheet.

9 Payment Delivery Method *(Select only one of the following two options)*

- If no method is indicated below and/or financial institution verification is unsuccessful, the distribution(s) will be made payable to you (*the beneficiary*) and mailed as a check to the address stated in Section 1C under “Beneficiary’s Information.”
- A check or EFT **cannot** be made payable to third parties.
- For EFTs, please enclose a voided check or an account verification form. Deposit slips will not be accepted.
- For EFTs to a brokerage account, a Letter of Instruction from the brokerage firm with the routing number, brokerage account number, and account type is required. The Letter of Instruction must be signed by a representative at the brokerage firm and should include their title, signature, date, annuity contract number and the brokerage account holder’s signature.

1. Electronic Fund Transfer (EFT) - direct deposit distribution(s) to my financial institution. Please complete the information below and include a copy of a voided check. In certain scenarios, if the financial institution verification is unsuccessful, we may require an original voided check. **Note:** Your name and U.S. SSN/TIN in Section 1C “Beneficiary’s Information” must match the financial institution’s account information.

Financial Institution Name _____
 Financial Institution Account Holder’s Name _____
 Financial Institution Address _____
 City _____ State _____ ZIP _____
 Financial Institution Account # _____ ABA Routing # *(obtain from financial institution)* _____

2. Mail distribution(s) to address as stated in Section 1C “Beneficiary’s Information.”

10 Federal and State Tax Withholding Information

The Internal Revenue Code Sec. 401(a)(9) provides for certain mandatory distributions from qualified annuity contracts. These are known as Required Minimum Distributions or RMDs. A nondeductible penalty tax equal to 50% may be imposed on the difference between what is actually distributed and what should have been distributed pursuant to the Internal Revenue Code. We recommend that you consult with your tax advisor as to your obligations with regard to the distributions from the contract.

10 Federal and State Tax Withholding Information *(Continued)*

The distribution(s) you receive from the Insurer may be subject to federal income tax withholding unless you are eligible to elect out of withholding and elect not to have withholding apply. *(However, we must have your correct U.S. Taxpayer Identification Number [TIN] in order for you to elect into or out of withholding.)* Withholding will only apply to the taxable portion of your distribution. **Your withholding election will remain in effect until you revoke it.** The Insurer may be required to withhold 20% in federal income tax from the taxable portion of the distribution from qualified retirement plans or 403(b) plans. **If mandatory 20% withholding on eligible rollover distributions does not apply, the Insurer will withhold 10% of the taxable amount for non-periodic payments or for periodic payments, the Insurer will withhold base on wage withholding defaults.** Spousal beneficiaries receiving eligible rollover distributions from 403(b)s may be subject to 20% mandatory withholding. Spousal beneficiaries receiving distributions from IRAs and nonqualified annuities are not subject to 20% mandatory withholding.

States with a state income tax either require mandatory withholding or allow voluntary withholding. If your state requires mandatory withholding, we will withhold the mandatory amount without regard to your election below. Should you elect state income tax withholding and fail to provide a specific dollar or percentage amount and your state of domicile does not provide a default state withholding amount, we will withhold for state income tax purposes 5% of the taxable portion of your distribution for state income tax. **Should your state of domicile require a specific state withholding form, your state income tax withholding election will not be taken into account (and we will withhold based on the state mandatory withholding rate or our default state income tax withholding) until the required form is received at our Annuity Service Center.**

Withholding Election – If you are eligible to elect out of and elect not to have federal or state income tax withheld, please be advised that you may be liable to pay the federal or state income tax on your distribution as deemed appropriate by the Internal Revenue Service or state taxing authority, regardless of your election. You may also be subject to tax penalties if your payments of estimated tax and withholding, if any, are not adequate. If at any point in time after submitting this form you would like to change your tax withholding election, please send our Annuity Service Center a Form W-4P.

The taxable portion of the distribution(s) will be subject to a default 10% federal tax withholding unless you elect one of the options below.

FOR LUMP SUM DISTRIBUTIONS & OTHER NON-PERIODIC DISTRIBUTIONS ONLY

<p style="text-align: center;">Federal Withholding Election <i>(Select only one option below)</i></p> <p><input type="checkbox"/> DO NOT withhold any federal income taxes</p> <p><input type="checkbox"/> DO withhold federal income taxes in the amount of \$_____ or _____% <i>(cannot be less than any mandatory withholding)</i></p>	<p style="text-align: center;">State Withholding Election <i>(Select only one option below)</i></p> <p><input type="checkbox"/> DO NOT withhold any state income taxes unless mandated by law</p> <p><input type="checkbox"/> DO withhold state income taxes in the amount of \$_____ or _____% <i>(cannot be less than any mandatory withholding)</i></p>
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FOR ANNUITY INCOME PAYMENTS ONLY

<p style="text-align: center;">Federal Withholding Election <i>(Select only one option below)</i></p> <p><input type="checkbox"/> DO NOT withhold any federal income taxes from my periodic income payments.</p> <p><input type="checkbox"/> DO withhold federal income taxes from my periodic income payments as indicated below. <i>(Unless you elect otherwise below, we are required to treat you as a married person, claiming three (3) withholding allowances.)</i></p> <p>Withhold taxes based on: _____ <i>(Enter number)</i> Number of Withholding Allowances</p> <p>Marital Status (check one): <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withholding at a higher Single rate I want an additional amount withheld of \$_____ <i>(please indicate the dollar amount)</i></p>	<p style="text-align: center;">State Withholding Election <i>(Select only one option below)</i></p> <p><input type="checkbox"/> DO NOT withhold any state income taxes from my periodic income payments.</p> <p><input type="checkbox"/> DO withhold state income taxes from my periodic income payments in the amount of either:</p> <p>A. Withhold taxes based on: _____ <i>(Enter number)</i> Number of Withholding Allowances</p> <p>Marital Status (check one): <input type="checkbox"/> Single <input type="checkbox"/> Married I want an additional amount withheld of \$_____ <i>(please indicate the dollar amount)</i></p> <p>B. \$_____ or _____%</p>
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Notice to non-resident aliens and for payments made outside the U.S.: A payment to a non-resident of the U.S. or made to an address outside the United States may be subject to federal income tax withholding at a rate of 30% of the taxable portion of the distribution. The payee may submit a completed IRS Form W-8BEN *(or if applicable, a Form W-8BEN-E)* and elect reduced withholding if the payment is eligible for reduced withholding. If the payee is an entity, it will be considered a foreign entity and subject to a mandatory 30% withholding of the gross payment until a completed Form W-9 showing that it is a US entity or a Form W-8 *(of some variety)* is provided.

The Company will provide you and the Internal Revenue Service with an informational tax form after the close of the calendar year.

11 Affirmation/Signature(s)

By signing this form, I acknowledge the following:

- All statements made on this death claim form are true to the best of my knowledge.
- I have read, understand and agree to the terms and conditions of this death claim form.
- I understand that this transaction may result in tax or other financial consequences. I have sought tax, financial or legal advice, if necessary, regarding any options I may have associated with this death claim.
- I understand AGL, USL, its agents and representatives do not provide legal, tax or other advice.

TAX CERTIFICATION (Substitute Form W-9) – Applicable to U.S. persons (including U.S. citizens and resident aliens). If you are not a U.S. person, you are required to submit the applicable IRS Form W-8 series (BEN, BEN-E, ECI, EXP or IMY).

Under penalties of perjury, I certify to the following:

1. That the taxpayer identification number listed on this form is my correct SSN/TIN and I am a U.S. Citizen or other U.S. person (including resident aliens);
2. I further certify that I am exempt from and have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding. The Company is required to withhold income tax on any payments, which include interest and dividends when the owner is subject to backup withholding.; and
3. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

Certification Instructions: You must cross out any statement in 1-3 that does not apply to you. For instructions on how to complete this certification, please see the General Instructions for the IRS Form W-9 on www.irs.gov. If you can complete a Form W-9 (Request for Taxpayer Identification Number) and you are a U.S. Citizen or U.S. resident alien, FATCA reporting may not apply to you. **Please consult your own tax advisor with any questions you may have regarding this certification.**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Fraud Warning - 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.

Beneficiary's Signature _____ Date _____
(custodian signature and title, if required) MM/DD/YYYY

Attach seal below for Notary or Medallion Signature Guarantee.

- If your address listed in Section 1C is different than the address to which the claim packet was mailed, then a notarized signature is required.
- If the payment amount exceeds \$500,000, then an original Medallion Signature Guarantee is required (*Medallion Signature Guarantee can be obtained from a bank or brokerage firm*).

Attach Seal Here

Notary Public or Guarantor Signature _____ Date _____
 MM/DD/YYYY

Please note that as required by state laws and regulations, the Company may have to disclose your personal information, including information concerning the annuity contract and the claim payment, to government agencies, including but not limited to state departments of revenue.

Appendix

The following are samples of how various types of beneficiaries should complete Section 1C at the beginning of this Claim Form:

Individual Beneficiary

Last Name: <u>Smith</u>	First: <u>Jane</u>	MI <u>R</u>
Address: <u>123 Main St</u>	City: <u>Any Town</u>	State: <u>CA</u> Zip: <u>99999</u>
Phone (daytime): <u>999-333-5555</u>	Relationship to Deceased: <u>Spouse</u>	
Date of Birth: <u>01-01-1948</u>	SSN or TIN Required: <u>999-99-9999</u>	

Minor Beneficiary

Last Name: <u>Jane R. Smith, Guardian FBO</u>	First: <u>John T. Smith, Minor</u>	MI _____
Address: <u>123 Main St</u>	City: <u>Any Town</u>	State: <u>CA</u> Zip: <u>99999</u>
Phone (daytime): <u>999-333-5555</u>	Relationship to Deceased: <u>Son</u>	
Date of Birth: <u>01-01-1998</u>	SSN or TIN Required: <u>999-99-9999 (Minor's SSN)</u>	

Trust or Estate Beneficiary

Last Name: <u>Jane R. Smith, Trust/Estate</u>	First: <u>John T. Smith, Trustee/Executor</u>	MI _____
Address: <u>123 Main St</u>	City: <u>Any Town</u>	State: <u>CA</u> Zip: <u>99999</u>
Phone (daytime): <u>999-333-5555</u>	Relationship to Deceased: <u>Trust/Estate</u>	
Date of Birth: <u>N/A</u>	SSN or TIN Required: <u>999-99-9999</u>	

Deferral Option

Provided below is additional information regarding how the Deferral Option works.

Interest

- Upon election of the Deferral Option, your death claim proceeds will earn interest at rate(s) we determine until withdrawn.

Payments

- You have the option of taking a partial or full withdrawal at any point under the Deferral Option.

Limitations

- You cannot make additional contributions to the contract.
- No living benefits are available under the Deferral Option. Any living benefits that may have been elected by the deceased are not available.
- The death benefit provisions applicable to the deceased no longer apply. The total claim received by you under the Deferral Option will be based on the current death claim payable at the time of this election. Upon your death, any amounts remaining in the contract will be distributed to your designated beneficiary(ies).
- The contract may not be assigned and ownership may not be changed or jointly owned.

Fees and Charges

- You are not subject to any upfront or deferred sales charges and Market Value Adjustments (MVA) on any partial or full withdrawal.
- Any fees and charges applicable to the Death Benefit and Living Benefit elected by the deceased will no longer be deducted (as applicable).

Fraud Warning

The following fraud warning applies to claims filed in all states except the states noted below:

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of a material fact, may be guilty of insurance fraud.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Alaska: A person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Rhode Island, Texas and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection, California law requires the following to appear on this form: Any person who knowingly presents 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, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia, Maine, and Tennessee: WARNING - It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

Kentucky, Pennsylvania and New Mexico: 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.

Louisiana: 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.

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

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

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

Ohio: Any persons who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oregon: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

Virginia: 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 MAY HAVE VIOLATED THE STATE LAW.

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