

The Lincoln National Life Insurance Company (Lincoln) Lincoln Life & Annuity Company of New York (Lincoln)

# **About This Document**

Please complete and submit this form along with all required forms identified below to make a claim on this contract. Read this carefully, as you are required to provide information to file the claim and verify your beneficiary payment selection. Unless otherwise indicated in this document, the words "you," "your," "yourself," and "yours" mean the claimant(s). The words "we," "us," and "our" mean The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York, and our affiliates, collectively known as Lincoln Financial.

### Instructions-Required Information

Please complete this **Claimant's Statement** and submit **ALL** required information. Each beneficiary must complete and submit his or her own **Claimant's Statement**. Failure to submit **ALL** required information below may cause a delay in processing your claim.

 If the contract or death benefit value is less than \$1,000,000, please include a copy of the Death Certificate showing the contract holder's manner of death. If over \$1,000,000, an original Death Certificate is required to process your claim. Please mail to the address located in the Certify and Sign this Claimant's Statement section of the form.

### **1. Enter the Deceased's Information**

Claim Number	Contract Number(s) – <i>If multiple contracts, please list all:</i>	
First Name:	Middle Name:	Last Name:
Social Security Number:	Date of Death (mm/dd/yyyy):	

## **2. Enter Your Claimant Information**

First Name:		Middle Name:		Last Name:		
If you are acting on behalf of Trust, Estate or other entity as beneficiary, please print the name:						
Male Female		Date of Birth (mm/do	d/yyyy):	Social Se	curity Number	, or, EIN or TIN for Entity:
Mailing Address: Apt/Suite #:					Apt/Suite #:	
City: State: Zip Cod					Zip Code:	
Daytime Phone:	Evening F	Phone: Email Address:		dress:	L	
Claimant's Relationship to Decedent – Please select only one option:						

An individual

An Executor/Administrator of an Estate

On behalf of a minor child as Guardian or Custodian; as attorney-in-fact under a Power of Attorney; as Guardian or Conservator for an adult A Trustee of a Trust Charity or Corporation Other

Citizenship:

I am not a US Citizen. Country of Citizenship \_

If you are a **resident of a foreign country** a IRS Form <u>W-8BEN</u> must be completed, or if you are a US citizen and a foreign resident a IRS Form <u>W-9</u> must be completed.

#### Please re-enter Claim Number or Contract Number(s) – (If multiple policies, please list all): \_\_\_\_

### 3. Select Your Payment Method

Please note: If no option is selected below, the default payment method is a single check. The option selected below is irrevocable.

Please select only one payment option:

- 1. **Assume Ownership**-As surviving spouse and sole beneficiary of this annuity contract, I wish to be designated as the successor owner. I understand that the contract will remain in force with the original effective date with no change of contract provisions. This includes *i4LIFE*<sup>®</sup> if eligible.
- Deceased IRA This option is available for death benefits of \$10,000 or more. For Fixed products an application is required. This option is only available to eligible designated beneficiary(ies). See Annuity Claims Beneficiary Guide enclosed in claim packet for additional details.
- 3. **Direct Rollover** If elected, please select only one of the below options.

Exchange to new Lincoln contract. Additional required forms:

- Application for a new contract

Exchange to existing Lincoln contract (Spouse only). Additional required forms:

- 1035 Exchange/Rollover/Transfer form (ACORD 951)

Exchange to another financial institution/carrier. Additional required forms:

- Direct rollover form from other financial institution/carrier
- Acceptance letter from other financial institution/carrier
- 4. Lump Sum-If elected, please select only one of the below lump sum options.

#### **One Single Check**

**Electronic Funds Transfer (EFT)** (Distributions will be deposited directly into your account at your financial institution) For Electronic Funds Transfer (EFT), include a voided check, or, bank statement with the routing and account number matching the named beneficiary and address listed in the Claimant Information section of this form. If not received, payment will be made in the form of a single check.

- 5. **Annuitization Option**-This option is available for death benefits of \$10,000 or more for period certain only payout options or for death benefits of \$25,000 or more for lifetime payout options. An additional form (25698) is required with this option. Note, if the contract owner has previously designated this payment option, Lincoln is required to distribute funds pursuant to that designation.
- Deferral Option This is available for death benefits \$10,000 or more. You are able to defer payment up to 5 or 10 years depending on your eligibility. See Annuity Claims Beneficiary Guide enclosed in claim packet for additional details.

#### Required Minimum Distributions (RMD):

Do not withdraw the RMD from this Contract as it has already been satisfied prior to this transaction.

Please withdraw any RMD required from this Contract for the year of death.

**Please note**: If this section is left blank, we will withdraw any remaining RMD at the time the Claim is completed. If you have any questions concerning Required Minimum Distributions, please consult your tax advisor.

Important note: Lincoln will set up an annual RMD and/or AWS schedule and send the payment to the address of record.

#### Please re-enter Claim Number or Contract Number(s) – (If multiple policies, please list all):

# 4. Select Your Tax Withholding

# Federal Income Tax Withholding

Please be advised that your payment may be subject to federal income tax withholding. You have the right to make a withholding election by completing IRS Form W-4R for Nonperiodic Payments or Eligible Rollover Distributions, and submitting the form with the claimants statement. The form can be found on the IRS website. If you do not submit a valid form with your withholding election, Lincoln will apply the default withholding from your payment. Please consult your tax advisor with any questions on tax withholding and how to complete the form.

As indicated above, your payment will be subject to Federal income tax withholding unless you elect not to have withholding apply. Withholding will only apply to the portion of your payment that is already included in your income subject to Federal income tax. Thus, there will be no withholding on the return of your own nondeductible contributions to the contract.

You may elect not to have withholding apply to your payment by returning the signed and dated IRS Form W-4R, as indicated above. Your election will remain in effect until you revoke it. You may revoke your election at any time by submitting a new Form W-4R. You may make and revoke elections not to have withholding apply as often as you wish.

If you elect not to have withholding apply to your payments, or if you do not have enough Federal income tax withheld from your payments, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

Apply default withholding.

Withhold according to the attached IRS Form <u>W-4R</u>.

Do not withhold federal income tax.

If no option is selected or you attach an invalid Form W-4R, Lincoln will apply the default withholding.

### State Tax Withholding

#### Resident State: \_\_\_\_\_

Do not withhold state income tax.

Withhold \_\_\_\_\_\_ % state income tax based on taxable portion of the gross distribution.

Withhold \$ \_\_\_\_\_\_ state income tax.

Required state income tax withholding rules supersede an election made. Some states require their specific withholding form, refer to your state's tax withholding guide.

If no dollar amount or percentage is provided, we will withhold the minimum required by your state. If no withholding is required, no state tax will be withheld.

Please re-enter Claim Number or Contract Number(s) – (If multiple policies, please list all):

5. Election of Beneficiary Sec not elect a Beneficiary, payment will det		•	ept Lump Sum, o	option #4.	lf Claimant does
Primary (you must have at least one primary		•	es. Itemized perc	entages n	nust equal 100%
Name:	• •			•	
Social Security/Tax ID Number:					
Address:					
City:					
Telephone Number:					
Primary Contingent					
Name:	Relationship:		Percentag	e:	
Social Security/Tax ID Number:	Date of Birth:		Gender:	Male	Female
Address:					
City:			ZIP:		
Telephone Number:					
Primary Contingent					
Name:	Relationship:		Percentag	e:	
Social Security/Tax ID Number:					
Address:					
City:			ZIP: _		
Telephone Number:					
Primary Contingent					
Name:	Relationship:		Percentag	e:	
Social Security/Tax ID Number:	Date of Birth:		Gender:	Male	Female
Address:					
City:		State:	ZIP:		
Telephone Number:					
If designating a trust as beneficiary, com	plete the following:				
Primary Contingent					
Name:			Percentage	:	
Trustee's Name:			Date of Tru	st:	
Telephone Number:	Social Sec	curity/ Tax ID Nu	umber:		
Address:					
City:		State:	ZIP:		

If additional beneficiaries are to be named, please check here and attach on a separate sheet which must be signed and dated by you. You may also make additional copies of this page if necessary.

#### Please re-enter Claim Number or Contract Number(s) – (If multiple policies, please list all): \_\_\_\_\_

#### 6. Transaction Authorization (check box if this option is not desired.)

I/We hereby authorize and direct the Company to act on instructions provided in writing, by telephone, internet or other electronic means from any person, including my/our Representative/Agent of record (or his/her Administrative staff), who can furnish proper identification and identifying information. I/We agree to hold harmless and indemnify the Company and its affiliates and any mutual fund managed by such affiliates and their directors, trustees, officers, employees and representatives/agents for any losses arising from such instructions. I understand that there may be limitations to the transactions available under this Authorization and that other restrictions may apply. This Authorization remains in effect until written cancellation signed by the Contract Owner(s) is received by the Company's Servicing Office.

If you **DO NOT** want Transaction Authorization check this box

# 7. Certify and Sign this Claimant's Statement

#### Certification-Please read carefully

I understand that by furnishing a claim form, Lincoln does not waive any defense or acknowledge that there is any insurance in force or that I am the designated beneficiary. If necessary, Lincoln may ask for more information to confirm this claim.

#### **Taxpayer Identification Number and Certification**

Under penalties of perjury, the Claimant certifies that:

- 1. The Social Security Number(s) or Federal Tax Identification Number(s) provided on this Claimant's statement are correct.
- 2. The Claimant is not subject to backup withholding either because (a) the Claimant is exempt from backup withholding, or (b) the Claimant has not been notified by the Internal Revenue Service (IRS) that the Claimant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Claimant that he or she is no longer subject to backup withholding;
- 3. The Claimant is a U.S. citizen or other U.S. person; and
- 4. The FATCA code(s) entered on this form (if any) indicating that the Claimant is exempt from FATCA reporting is correct. Exemption from FATCA reporting code (if any)

Certification Instructions – You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

### Fraud Warning for New York Residents:

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.

I have read all relevant fraud warnings contained in this document.

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

#### Signature-Claimant's Statement

By signing below, I certify that the information provided is complete and accurate as shown. I also certify that I have read the FRAUD WARNINGS above and the State-Required Fraud Warnings section of this form.

Claimant's Legal Name, First, MI, Last, Suffix (Please Type or Print):			Title (if applicable); Example: Power of Attorney, Trustee, Corporate Officer, etc.		
Claimant's Signature:			Current Date (mm/dd/yyyy):		
Email to: Fax to: Return to:	<u>DeathClaimForms@lfg.com</u> 260-455-9419 Lincoln Financial	Overnight Mail:	Lincoln Financial Death Claims-IA 1301 S. Harrison St.		
Return to:	P.O. Box 7880 Fort Wayne, IN 46801-7880	Phone:	Ft. Wayne, IN 46802-3425 800-487-1485, Opt. 4		

Please re-enter Claim Number or Contract Number(s) – (If multiple policies, please list all): \_

# 8. Read State-Required Fraud Warnings

Warning: Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person, files a statement of claim containing false, incomplete or misleading information, or conceals - for the purpose of misleading - information concerning any fact material to the claim, commits a fraudulent insurance act, which may be a crime. In certain states, felony Penalties may include imprisonment, fines, denial of insurance and civil damages.

**California** – For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a 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 Lincoln. 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.

**District of Columbia** – **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.

**Kentucky** – Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**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, defrauds or deceives 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 **N.H. Rev. Stat. Ann. Subsection 638:20**.

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

**Pennsylvania** – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Puerto Rico** – Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (\$5,000) dollars and not more than ten thousand (\$10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



# What Does Lincoln Financial Do with Your Personal Information?

The Lincoln Financial companies\* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this carefully to understand what we do.

### **Information We May Collect and Use**

We collect personal information about you:

- to help us identify you as a consumer, our customer or our former customer;
- · to process your requests and transactions;
- to offer investment, insurance, retirement and other financial services to you;
- · to pay your claim;
- · to analyze in order to enhance our products and services;
- · to tell you about our products or services we believe you may want and use; and
- as otherwise permitted by law.

The types of personal information we collect depend on your relationship and on the products or services you request and may include the following:

- Information from you: When you submit your application or other forms, you give us information such as your name; address; Social Security number; your financial health; and employment history. We may also collect voice recordings or biometric data for use in accordance with applicable law.
- Information about your transactions: We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; payment details; and your payment and claims history.
- Information from outside our family of companies: If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information (such as medical information, retirement information, and information related to Social Security benefits), from other individuals or businesses.
- Information from your employer: If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative to enroll you in the plan.

When you are no longer our customer, we continue to share your information as described in this notice.

### How We Share and Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They may use this information:

- to process transactions you, your employer, or your group representative have requested;
- · to provide customer service;
- to analyze in order to evaluate or enhance our products and services;
- to gain customer insight; to provide education and training to our workforce and customers; and/or
- · to inform you of products or services we offer that you may find useful.

Our service providers may or may not be affiliated with us. Affiliates are companies related by common ownership or control. Nonaffiliates are companies not related by common ownership or control. They include:

- Financial service providers: third party administrators; broker-dealers; insurance agents and brokers; registered representatives; reinsurers and other financial services companies with which we have joint marketing agreements. A joint marketing agreement is a formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include, but are not limited to, insurance providers and financial technology solutions.
- Non-financial companies and individuals: consultants; vendors; and companies that perform marketing services on our behalf.

Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products:

- We may share information about your application with credit bureaus.
- We may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers).
- We may provide information to regulatory authorities, law enforcement officials, and to other nonaffiliated or affiliated parties as permitted by law.
- In the event of a sale of all or part of our businesses, we may share customer information with the acquiror as part of the sale.
- We do not sell or release your information to outside marketers who may want to offer you their own
  products and services unless we receive your express consent; nor do we release information we
  receive about you from a consumer reporting agency.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lincoln chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lincoln share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We Don't Share
For our affiliates to market to you	Yes	Yes (We only share if we receive your express consent)
For nonaffiliates to market to you	Yes	Yes (We only share if we receive your express consent)

Federal law gives you the right to limit only:

- sharing for our affiliates' everyday business purposes information about your creditworthiness;
- sharing for our affiliates to market to you; and
- sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. California residents can review our California Privacy Notice located at <u>https://www.lincolnfinancial.com/public/general/privacy/californiaprivacynotice</u>.

### **Security of Information**

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

# **Your Rights Regarding Your Personal Information**

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

Access to personal information: You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (if this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). We will send you notification within 30 business days if we need additional time to respond to your request. If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

**Changes to personal information:** If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that systematically received personal information from us within the prior 7 years unless that support organization no longer maintains your personal information.

If we deny your request to correct, amend, or delete your information, we will provide you with the reasons for the denial. You may write to us and concisely describe what you believe our records should say and why you disagree with our denial of your request to correct, amend, or delete that information. We will file this communication from you with the disputed information, identify the disputed information if it is disclosed, and provide notice of the disagreement to the recipients and in the manner described in the paragraph above.

**Basis for adverse underwriting decision:** You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to exercise your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at <u>DSAR@lfg.com</u> or mail to: Lincoln Financial, Attn: Corporate Privacy Office, 1301 South Harrison St., Fort Wayne, IN 46802. **The DSAR@lfg.com email address should only be used for inquiries related to this Privacy Notice.** 

For general account service requests or inquiries unrelated to this Privacy Notice, please call 1-877-ASK-LINC.

\*This information applies to the following Lincoln Financial companies:

First Penn-Pacific Life Insurance Company Lincoln Financial Distributors, Inc. Lincoln Financial Group Trust Company, Inc. Lincoln Financial Investments Corporation (formerly Lincoln Investment Advisors Corporation) Lincoln Life & Annuity Company of New York Lincoln Life Assurance Company of Boston Lincoln Retirement Services Company, LLC Lincoln Variable Insurance Products Trust The Lincoln National Life Insurance Company Lincoln Financial Insurance Agency Incorporated