

Hardship 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); 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) a sudden and unexpected illness or accident of the Participant, the Participant’s spouse, the Participant’s beneficiary or the Participant’s dependent*, in accordance with Code Section 152 and the regulations promulgated hereunder; or
- 2) loss of the Participant’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
- 3) funeral expenses of a spouse, a dependent* or a beneficiary of the Participant; or
- 4) medical expenses of a Participant, a dependent or a beneficiary of the Participant, including non-refundable deductibles, as well as for the cost of prescription drug medication, which is not reimbursed or compensated by insurance or otherwise; or
- 5) imminent foreclosure or eviction from the Participant’s primary residence.

The Unforeseeable Emergency must not be the result of:

- 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) payment of any expenses related to grandchildren unless such children are claimed as a dependent* on most recent tax return;
- 12) covering a loss not covered by insurance because of failure to retain insurance coverage;
- 13) payment of funeral expenses of anyone not claimed as a dependent* on most recent tax return; or
- 14) 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.

***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) an individual 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.

Hardship Withdrawal Request - 457(b) Plans

Return the completed form to The Hartford for review.

Mail Address:
Retirement Plan Service Center
Hartford Life Insurance Company
PO Box 1583, Hartford, CT 06144-1583

Overnight Mail Address
Retirement Plan Service Center
Hartford Life Insurance Company
200 Hopmeadow Street, Simsbury, CT 06089

Phone No. 800-528-9009
Fax No. 860-843-3280



Group Number:	Employer	Social Security Number:
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Employee Name:(Last, First, M.I.)

Mailing Address:

New?

City:	State:	Zip:	Resident State:
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Home Phone:	Work Phone:	Ext:
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A. UNFORESEEABLE EMERGENCY WITHDRAWAL REQUEST

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. 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.** Requests for Unforeseeable Emergency Withdrawals are reviewed for good order once each week. The date the request is determined to be in good order is the price date for the withdrawal.

B. CERTIFICATION OF UNFORESEEABLE EMERGENCY (Check each box that applies)

I certify that the following information is true and accurate to the best of my knowledge. I acknowledge and agree that any false or misleading information submitted on this form may subject me to tax liability. I certify that the Unforeseeable Emergency Withdrawal request is the result of an unforeseeable emergency and a severe financial hardship resulting from:

- 1. a sudden and unexpected illness or accident of the Participant, the Participant's spouse, the Participant's beneficiary or the Participant's dependent*, in accordance with Code Section 152 and the regulations promulgated hereunder
- 2. loss of the Participant'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)
- 3. funeral expenses of a spouse, a dependent* or a beneficiary of the Participant
- 4. medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, which is not reimbursed or compensated by insurance or otherwise
- 5. imminent foreclosure or eviction from the Participant's primary residence

C. CERTIFICATION THAT THE HARDSHIP CANNOT BE RELIEVED BY AN ALTERNATIVE METHOD

Initial each of the following statements that are true:

- _____ 1. The hardship cannot be relieved through liquidation of assets including assets of my spouse and minor children, if any,
initials that are reasonably available to me (or the liquidation would itself cause a severe financial hardship).
- _____ 2. The hardship cannot be relieved by canceling my contributions to the Deferred Compensation Plan.
initials
- _____ 3. The hardship cannot be relieved by reimbursement or compensation by insurance or otherwise.
initials
- _____ 4. The hardship cannot be relieved by borrowing funds from commercial sources on reasonable commercial terms (or the
initials borrowing would itself cause a severe financial hardship).
- _____ 5. I applied for and have been denied a commercial loan to meet the financial need. If you have not applied for a
initials commercial loan please explain: _____



D. INCOME TAX WITHHOLDING INSTRUCTIONS

As an unforeseeable emergency withdrawal is not eligible for rollover, withholding is not mandatory, but we are required to apply 10% withholding unless you elect otherwise.

If you elect not to have Federal Income Tax withheld, you are still liable for payment of Federal Income Tax on the taxable portion of your distribution. You may also be subject to tax penalties under the estimated tax payment rules, if your payments of estimated tax and withholding, if any, are not adequate.

10% Federal Income Tax and applicable State withholding will apply by default unless you elect otherwise below:

- I do not want Federal or State Income Tax withheld from my withdrawal
- I elect the mandatory 10% withholding, plus additional (\$ or %) _____

If your state of Residence is:

Your options for state tax withholding are:

AR, DE, IA, KS, ME, MD, MA, NC, NE, OK, VT, VA	If you elected Federal Income Tax to be withheld, these states require Mandatory State withholding based on the state's applicable minimum requirements. You may not opt out.
CA, GA, OR	You may opt out of the mandatory state withholding by electing below: <input type="checkbox"/> I elect no state income tax withholding
AL, AZ, CO, CT, DC, HI, ID, IL, IN, KY, LA, MI, MN, MS, MO, MT, NJ, NM, NY, ND, OH, PA, RI, SC, UT, WV, WI	You may elect voluntary state income tax withholding. Select a percentage or dollar amount to be applied for state tax withholding below: _____ % or \$ _____

**The applicant must provide the following detailed information and documentation.
Incomplete forms or forms not accompanied by supporting documentation will not be reviewed.**

1. REQUIRED: Provide an explanation of what caused you to have an Unforeseeable Emergency. Attach documentation which shows evidence or proof of this Unforeseeable Emergency such as a physician's statement, police or fire report, death certificate, etc.

2. When did you first become aware of your Unforeseeable Emergency? _____
Date

3. List the expenses directly related to your Unforeseeable Emergency that are not reimbursable through insurance or otherwise. Attach a copy of each bill.

ONE TIME EXPENSE(S):

Bill(s) owed to:

Amount:

Total: _____

4. Because of this Unforeseeable Emergency, what other income (if any) have you lost or will you lose on a monthly basis?
Source of Income:

Monthly Amount:

Total: _____

5. Are you currently saving money outside the Deferred Compensation Plan?

Yes No If yes, indicate the following:
Amount:

Checking Account \$ _____

Savings \$ _____

Bonds \$ _____

Other \$ _____

If you have not liquidated the above assets, you should do so before an Unforeseeable Emergency Withdrawal is requested. The Unforeseeable Emergency Withdrawal request will be rejected unless liquidation of these assets would itself cause severe financial hardship.

6. What amount do you currently defer?

\$ _____ weekly bi-weekly semi-monthly monthly

Have you stopped or do you intend to stop your contributions to the Deferred Compensation Plan?

Yes No If yes, when? _____ If no, explain why.

7. Have you tried to borrow money to satisfy this Unforeseeable Emergency from a

bank credit union relative life insurance policy other?

If yes, explain:

Amount requested _____

From _____

Results _____

If you have not tried to borrow from any of the above sources, you should try to do so before an Unforeseeable Emergency Withdrawal is requested. If you are denied a loan from any source, attach a copy of their denial letter to this application.

8. Attach a copy of your latest Pay Check Stub to this application.

9. How many dependents do you have?

Children: _____ Other: _____

10. List all assets and liabilities of your household.

ASSETS:

Description: *Cash or Market Value:*

Home _____

Other Real Estate _____

Automobiles _____

Boats _____

Other personal property _____

Cash: _____

Checking _____

Savings _____

Stocks & Bonds _____

IRA _____

Life Insurance(cash value) _____

Other _____

TOTAL ASSETS: _____

LIABILITIES:

Description: *Monthly Payment:* *Unpaid Balance:*

Real Estate Loans _____

Home _____

Other _____

Auto Loans _____

Other Loans _____

Issuer _____ Loan/Acct: # _____

Alimony _____

Child Support _____

Other _____

TOTAL LIABILITIES: _____

11. List your estimated annual income and expenditures **for the next year**. Show **all** sources of income as well as expenditures. Show gross amount of salary (including deferred compensation) under annual income.

ANNUAL INCOME:

Salary, wages, commissions (gross amount) _____
Spouse's income _____
Business _____
Dividends and interest _____
Rental income (gross amount) _____
Child support/ alimony _____
Other _____

TOTAL ANNUAL INCOME: _____

ANNUAL EXPENDITURES:

Real estate payments _____
Rent _____
Federal/ state income taxes _____
Property taxes & assessments _____
Insurance premiums (life, medical, dental, etc. _____
Food, clothing, household supplies _____
Utilities/ telephone _____
Child Support/ Alimony _____
Retirement/ pension _____
Auto (loan payments, gas, maintenance, etc.) _____
Charge Account payments _____
Other loans _____
Hardship expenses _____
Other _____

TOTAL ANNUAL EXPENDITURES: _____

12. Participant Signature

I certify that the above information is true and accurate to the best of my knowledge. I acknowledge and agree that any false or misleading information submitted on this form or any attached form may subject me to tax liability. I understand my check will equal the dollar amount requested less applicable taxes and fees. I also acknowledge that I have read and understand the Full Disclosure Statement, as applicable to my state, located on page 8 of this form. I understand that a contingent deferred sales charge may apply.

Participant Signature

Date

Full Disclosure Statement

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."

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."

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."