

# LOAN REQUEST AND AGREEMENT

## SECTION 403(b)/TAX SHELTERED ANNUITY CONTRACT

ReliaStar Life Insurance Company ("the Company")  
 A member of the ING family of companies  
 Home Office: Minneapolis, MN  
 ING Customer Service Center  
 PO Box 5050, Minot, ND 58702-5050  
 Phone: 877-884-5050 Fax: 800-531-5030



Each loan is subject to the Terms and Conditions of the Loan Agreement and your Annuity Contract.

### INSTRUCTIONS

1. All Loan Requests – Submit a completed Loan Request and Agreement (pages 1, 2 & 3).
2. Spousal Consent - For ERISA Plans only, complete and attach a Spousal Consent.
3. Preauthorized Checking – If you select this option as your method of loan repayment, you will need to complete and attach the Preauthorized Check Plan and Authorization (pages 8 & 9), along with a voided check.

### RETURN COMPLETED FORMS

**Regular Mail:**  
 ReliaStar Life Insurance Company  
 Attn: ING Customer Service Center  
 PO Box 5050  
 Minot, ND 58702-5050

**Overnight Delivery:**  
 ReliaStar Life Insurance Company  
 Attn: ING Customer Service Center  
 2000 21st Ave. NW  
 Minot, ND 58703  
 Toll Free: 877-884-5050

**Fax:**  
 ReliaStar Life Insurance Company  
 Attn: ING Customer Service Center  
 Fixed: 800-531-5030  
 Variable: 877-305-6405

### 1. PARTICIPANT INFORMATION

Contract Number \_\_\_\_\_  
 (Financial transactions require a separate form for each contract.)

Name \_\_\_\_\_ SSN (required) \_\_\_\_\_

Address or PO Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Daytime Phone \_\_\_\_\_

☐ Check Here if New Address ☐ Check Here if Alternate Address

### 2. LOAN AMOUNT

Total Loan Amount Requested: \$ \_\_\_\_\_

**Note:** If the amount requested exceeds the maximum loan available, we will send you the maximum amount available.

Variable Annuity Contracts Only: The loan amount will be withdrawn pro rata from the investment options under the TSA, unless otherwise specified below.

Fund Name \_\_\_\_\_ Fund # \_\_\_\_\_ Amount or % \_\_\_\_\_

Fund Name \_\_\_\_\_ Fund # \_\_\_\_\_ Amount or % \_\_\_\_\_

### 3. EMPLOYER CONTRIBUTIONS

Are loans available from the vested portion of Employer Contributions? ☐ Yes ☐ No

If yes, the vested percentage is required for acceptance of a loan request. The Employee is \_\_\_\_\_ % vested in Employer Contributions. If the plan restricts the amounts available from Employer Contributions, please indicate the maximum amount here. \$ \_\_\_\_\_

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**4. ADDITIONAL LOAN DISCLOSURE** *(Both "A" and "B" of this Loan Request and Agreement must be answered.)*

Please provide information about loans that have been issued under contracts not issued by a member of the ING family of companies. Both "A" and "B" of this section must be answered.

A. During the last 12 months, have you had any 401, 403(b) or 457 loans under this Employer or any related Employer?

☐ Yes ☐ No

If yes, for each loan, please provide the SUM of the highest outstanding loan balances during the past 12 months.  
\$ \_\_\_\_\_

If yes, please provide the SUM of the current outstanding loan balance(s). \$ \_\_\_\_\_

B. Have you defaulted on a 401, 403(b) or 457 loan under this Employer or any related Employer?

☐ Yes ☐ No

NOTE: The Internal Revenue Code imposes maximum limits on loans. Except where the Employer or its third party administrator is required to approve loan request, the Company relies on the participant to provide information that it does not otherwise have in order to determine the maximum amount available for a loan. Failure to provide accurate and complete information may result in taxable income to you.

Checks will be made payable and mailed to the Participant. Checks will NOT be issued to a third party. The loan amount will be withdrawn pro rata from each of the allowable funds.

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**5. LOAN REPAYMENT PERIOD** *(Complete A or B. If no period is indicated, a 5-year period will be used.)*

A. ☐ This loan will be used for general purposes. I select a \_\_\_\_\_ – year repayment period (from 1 to 5 years).

B. ☐ This loan will be used to purchase my principal residence. I select a \_\_\_\_\_ – year repayment period (greater than 5 years and not to exceed 20 years).

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**6. REPAYMENT METHOD** *(If the proper documentation is not submitted or if no selection is made, option A will be used.)*

A. ☐ **Payment Coupon Method**

B. ☐ **Preauthorized Checking:** Attach a Preauthorized Check Plan Request and Authorization (pages 8 and 9) and submit along with a voided check.

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**7. PARTICIPANT SIGNATURE AND ACKNOWLEDGEMENTS**

My signature below indicates I understand the following:

ING Encore Contracts – Taking a loan will terminate any optional Guaranteed Minimum Withdrawal Benefit rider in effect under my contract on the next Valuation Date with no refund of the Benefit Charge. Taking a loan while any optional Guaranteed Minimum Accumulation Benefit rider is in effect will reduce the guaranteed amount, sometimes substantially. At the time a loan is initiated, the optional Guaranteed Accumulation Benefit Amount will be reduced by the fraction (A) / (B) where (A) is the amount of the loan and (B) is the Contract Value immediately prior to the loan.

I, the Participant, certify that there is no pending Qualified Domestic Relations Order (QDRO/DRO), a court judgement, decree or order relating to the provision of child support, alimony, or marital property rights to a Spouse, Former Spouse, child or other dependant with respect to the requested loan amount.

I, the Participant, certify that the information provided on the Spousal Consent (if applicable) is accurate. I further certify that if I have indicated that I am legally separated or abandoned, I have the necessary court order. I understand that if I receive a payment as a complete or partial withdrawal of my account (other than a joint and survivor annuity), the value of benefits payable to my Spouse either under a QPSA or a QJSA will be reduced or eliminated. I understand that once payment representing complete or partial withdrawal of my account has been made, my election to waive QPSA and QJSA is irrevocable with respect to the value of amounts paid pursuant to my loan request.

I understand that the Company reserves the right to directly or through a third party recover any payments made in excess of amounts to which I am entitled under the terms of the Contract regardless of the method of payment.

Those signing the form may rely conclusively on all information, including this certification, in processing this loan request. In the case of any conflicting information, the Company is entitled to rely exclusively on the information contained in this loan request.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT:** No agent or representative of the Company is authorized to change, alter or waive any of the terms or conditions of this document or to complete any omission(s) from any section after the Participant has signed and dated the document.

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**8. EMPLOYER, PLAN SPONSOR OR NAMED FIDUCIARY AUTHORIZED SIGNATURE AND CERTIFICATION**

This section must be completed by the Employer or its designee if required by a contract between the Company and the Employer.

I am an Employer, Plan Sponsor, or Named Fiduciary of the Plan identified above and certify the following:

- I have read and agree to the terms of the requested loan;
- I have verified the Participant's eligibility for such loan and have not relied solely on information provided by the Participant in this form in order to make this determination;
- The requested benefits are permitted in accordance with the terms of the Plan document;
- The information provided in this document is complete and accurate to the best of my knowledge. If any information provided by the Participant to the Company is in conflict with the information provided by me to the Company, I acknowledge that the Company will rely conclusively on the information provided by me; and
- I have modified my Plan document in reference to the Pension Protection Act of 2006 ("PPA") as needed.

Employer Name \_\_\_\_\_

Authorized Signer Name (*please print*) \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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**9. THIRD PARTY ADMINISTRATOR AUTHORIZED SIGNATURE AND CERTIFICATION**

This section must be completed if required by the Employer.

I am employed as a Third Party Administrator of the Plan and certify the following:

- I have read and agree to the terms of the requested loan;
- I have verified the Participant's eligibility for such loan and have not relied solely on information provided by the Participant in this form in order to make this determination;
- The requested benefits are permitted in accordance with the terms of the Plan document; and
- The information provided in this document is complete and accurate to the best of my knowledge. If any information provided by the Participant to the Company is in conflict with the information provided by me to the Company, I acknowledge that the Company will rely conclusively on the information provided by me.

Name of TPA Firm \_\_\_\_\_

Authorized Signer Name (*please print*) \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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## 10. GENERAL INFORMATION

Loans are available to participants under 403(b) contracts from the value of the contract derived from employee salary reduction contributions. Loans are not available to an alternate payee. If your Employer's plan permits, loans may also be available from the vested portion of the value of any Employer Contributions made to your account. Loans are not permitted for participants who are required to take Required Minimum Distributions.

**Variable Annuity Contracts Only:** For the purpose of calculating the maximum loan amount, the value of the vested contract value will be determined at the next valuation following our receipt of the Loan Request and any other required forms in good order. A valuation occurs after the close of business of the New York Stock Exchange (NYSE) on any normal business day, Monday through Friday, that the NYSE is open.

The loan effective date will be the date the Company has processed your loan disbursement check.

Notwithstanding any other provision in this Loan Agreement, the Company reserves the right to make any changes to this Loan Agreement that are required by federal and/or state laws and regulations. In addition, the Company reserves the right to make any changes to this Loan Agreement that are required to enable it to administer this loan in accordance with the annuity contract or other agreement between the Company and your Employer, including but not limited to, requiring that the entire outstanding loan balance will be considered in default and reported as a deemed distribution to the IRS in the event any payment is not received by the Company by the due date (including any applicable grace period), and changing the method or frequency of payment. Unless required by law, no such change will affect the outstanding loan amount or the term of the loan.

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## 11. GOOD ORDER

Good order is receipt at the ING Customer Service Center of all required documents (e.g., Preauthorized Check Plan Request, Plan Administrator Forms/Third Party Administrator, etc.), accurately and entirely completed. If these forms and any other requested information are not received in good order, as determined by the Company, they may be returned to you for correction and processed upon resubmission in good order to the ING Customer Service Center.

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## 12. DEFINITIONS

**ERISA** – Refers to the Employee Retirement Income Security Act of 1974. Generally, a TSA plan is exempt from ERISA when (1) the plan is maintained by a church or government entity (e.g., public school) and (2) contributions to the plan are made only on a salary reduction basis. Consult with your Employer or the Plan Administrator to confirm whether its plan is subject to ERISA.

**CONTRACT VALUE** – The amount of premium paid (e.g., contributions, transfers, exchanges and rollovers) plus interest (or in the case of variable annuity contracts, plus/minus any investment earnings/losses), plus any bonus amount available for cash withdrawal, minus any prior withdrawals, annuitizations and premium tax.

**WITHDRAWAL VALUE** – The maximum amount you would receive if you were to surrender your TSA contract.

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## 13. LOAN AMOUNT

### Minimum Loan Amount

Each TSA loan from a fixed annuity must be for at least \$500, except the MVA Annuity (Contract No. 03501) or a StrataFlex Annuity (Contract No. 04201), which must be for at least \$1,000. Each TSA loan from a variable annuity must be for at least \$1,000.

### Maximum Loan Amount

For all contracts except the MVA Annuity and FutureLink Equity Index Annuity:

For contracts subject to ERISA, the IRS requires a maximum loan amount, not to exceed the lesser of:

1. Fifty percent (50%) of the vested contract value, including any current outstanding loan balance, reduced by any outstanding loan balance(s) on the loan effective date; or
2. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

For contracts not subject to ERISA, the maximum loan amount is not to exceed the lesser of:

1. The policy's Withdrawal Value; or
2. The greater of \$10,000 or one half of the vested contract value; or
3. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

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### **13. LOAN AMOUNT** *(continued)*

For the MVA Annuity and FutureLink Equity Index Annuity, the maximum loan amount is not to exceed the lesser of:

1. Fifty percent (50%) of the vested contract value, including any current outstanding loan balance, reduced by any outstanding loan balance(s) on the loan effective date; or
2. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

Any amount awarded to another person under a Qualified Domestic Relations Order (QDRO) is not part of your contract value.

The balance of all outstanding loans may not exceed \$50,000. In calculating this limit, all loans (including accrued interest on defaulted loans) under all 401, 403(b) and 457 Plans sponsored by your Employer and Plans of related Employers must be combined. We will use only information available to us to determine the outstanding loan amounts and will not be responsible for any adverse tax consequences that may result.

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### **14. NUMBER OF LOANS ALLOWED**

For all contracts except the MVA Annuity and StrataFlex Annuity, a maximum of four (4) loans is allowed per calendar year from either a fixed or variable annuity contract. For FutureLink, Premier, QuintaFlex and SelectStep, a maximum of four (4) loans are allowed per twelve (12) month period.

For the SelectStep contract, the Modification Election is not allowed if there is an outstanding loan.

For all ReliaStar Life Insurance Company contracts issued on or after January 1, 2004, if you have an outstanding defaulted loan, you will not be permitted to take a subsequent loan until the outstanding defaulted loan and any accrued interest is repaid. This will not apply to ReliaStar Life Insurance Company contracts issued on or before December 31, 2003. For these contracts, subsequent loans are permitted when there is an outstanding defaulted loan.

For the MVA Annuity, a maximum of one (1) loan is allowed outstanding at any time. If there is a prior loan taken which is now in default, no new loans may be taken until you have repaid in full the defaulted loan plus accrued interest.

For the StrataFlex Annuity, a maximum of one (1) loan is allowed per contract year. If there is a prior loan taken which is now in default, no new loans may be taken until you have repaid in full the defaulted loan plus any accrued interest.

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### **15. LOAN REPAYMENT PERIOD**

Principal and interest must be amortized and repaid monthly.

For general purpose (non-residential) loans, the repayment period is from one (1) to five (5) years, as you select.

For residential loans (used to purchase your principal residence), the repayment period may be greater than five (5) years not to exceed twenty (20) years.

Once a loan repayment period has been selected, the repayment period cannot be changed.

Effective January 1, 2004, refinancing of outstanding loans will not be permitted.

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### **16. ERISA PLANS**

If your contract is part of an ERISA plan, you must complete the Spousal Consent form if you are married. If you are married, your Spouse must also give spousal consent by signing this form where indicated before a notary public or plan administrator. If you are not sure if your contract is part of an ERISA plan, check with your Employer or Plan Administrator.

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### **17. INVESTMENT OPTION INFORMATION (VARIABLE ANNUITY CONTRACTS ONLY)**

Amounts held as security for the loan will be withdrawn proportionately from the investment options under the contract value unless otherwise indicated. If the loan amount exceeds specific fund requests, funds will be taken on a prorata basis. Amounts held in the loan account will earn a fixed rate of 3% annually and will not reflect market variability. For variable annuity contracts subject to ERISA, amounts held in the loan account will earn a fixed rate of 5.5% annually and will not reflect market variability.

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## 18. LOAN INTEREST

### Interest Charged

For all contracts except the MVA Annuity and FutureLink Equity Index Annuity, the Company will process the loan with the rate in effect when paperwork is received in good order. A loan interest rate of 5.50% is currently charged for the entire term of the loan. For variable annuity contracts subject to ERISA, a loan interest rate of 8% is currently charged for the term of the loan.

For the MVA Annuity, the loan interest rate will be equal to Moody's Corporate Bond Yield Average – Monthly Average, as published by Moody's Investors Service Inc., for the calendar month ending two months before the date on which the new loan interest rate is effective. The loan interest rate will apply for one year from the loan anniversary date. Annually on the anniversary date of the loan, the rate will be adjusted only if the new rate is an increase or decrease of 0.50% or greater. Your monthly payment can change yearly based on the changes in the interest rate. You may contact us for the initial interest rate effective for your loan.

For the FutureLink Equity Index Annuity, the loan interest on any borrowed amount will be determined at regular intervals at least once every twelve months, but not more frequently than once in any three-month period. The maximum loan interest rate will be equal to the greater of 4.0% or the Moody's Corporate Bond Yield Average - Monthly Average, as published by Moody's Investors Service Inc., for the calendar month ending two months before the date on which the new loan interest rate is effective. You may contact us for the initial interest rate effective for your loan.

### Interest Earned (Fixed Contracts Only)

The Company will hold a portion of your contract value equal to the outstanding balance as security for the loan. For the MVA Annuity and the FutureLink Equity Index Annuity, this portion of your contract value will continue to earn the same rate of interest as the rest of your contract value as fully described in your contract. For all other annuities, the portion held as security for the loan may earn less interest than is credited to the unloaned portion, but it will never earn less than three percent (3%).

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## 19. LOAN PAYMENTS

The first repayment is due beginning one month from the date the loan is processed. All subsequent payments will be due on the same day of each following month. However, loan requests processed on the 29th, 30th, or 31st of any calendar month will have a repayment date of the 28th of each month starting the following month.

If a loan payment is not received by the Company within 27 days before or after the due date (grace period), the monthly loan payment will be considered a missed payment. **Any amount in excess of the payment that is due will be applied as principal. Additional payments do not count towards past or future payments that are due, but instead, only as a reduction in the principal of the loan balance. Prepayment is not allowed.**

Any loan payment or payoff received on a business day will be processed with the same effective date in which it was received by the Company. Any loan payment or payoff received on a non-business day will be processed with an effective date of the next available business day.

Loan payments must be in U.S. currency. Repayment cannot be made by salary deduction and you cannot pay off this loan without the Company's prior written consent.

The principal portion of each loan repayment under a variable annuity contract will be allocated among the same investment options and in the same proportion as future purchase payments would be allocated. The interest portion is retained by the Company.

If the loan interest rate is adjusted, payments will be recalculated so that the outstanding balance, including interest, will be amortized in monthly installments over the remaining term.

You may elect to repay the amount of a loan that is in default and remains outstanding. For variable annuity contracts only, the Company will apply the principal portion of the payment to the same investment options and in the same proportion as future purchase payments would be allocated. The Company will retain the portion of the payment consisting of accrued interest and the deferred sales charge on the defaulted loan payment(s). Since the defaulted loan is reported as a taxable distribution in the year of default (and subject to the IRS 10% penalty tax that applies to premature distributions, unless an exception applies), the repaid principal is treated as cost basis (after-tax contributions). Any cost basis is not taxed at annuitization or withdrawal.

If repayment is to be made using the payment coupon method, I understand that the Company will send me payment coupons showing the amount of my monthly payments. It is my responsibility to notify the Company immediately should I not receive the coupons within a reasonable amount of time. I understand I will still be responsible to make the payments on time in the event I have not received my coupons.

Processing of loan repayments (including pricing of such repayments) may be delayed for administrative reasons, including but not limited to submission of repayments without a proper loan coupon, or where the amount of a repayment differs from the amount printed on the loan coupon.

Unless you have signed up for our Preauthorized Check Plan, send all monthly loan payments in U.S. currency along with a loan coupon to the ReliaStar Life Insurance Company address indicated on your loan coupon. Your loan payment may be delayed if not accompanied by the appropriate loan coupon.

**Attention: Please write your ReliaStar Life Insurance Company annuity contract number and the words "LOAN PAYMENT" on your check.**

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## **20. LOAN DEFAULT**

The IRS requires regular repayments of loans from plans. To be in compliance with this regulation, each loan payment must be paid within the 27-day grace period before or after the due date. A payment received after this grace period is considered a missed payment. If you qualify for a distribution, according to IRS regulations, funds will be taken from your contract value to cover the missed payment. If you do not qualify for a distribution and miss four payments, the entire loan will be in default and considered a deemed distribution and be taxable income for the year in which it occurred. Please be aware that at the point the 27-day grace period (after the due date of your fourth missed payment) extends over the calendar quarter, the entire loan will be considered in default. A distribution to cover a missed payment or defaulted loan is considered taxable income. Please consult your tax advisor for additional information.

A defaulted loan will remain outstanding on your account and affect the values for future loans. A defaulted loan will continue to accrue interest which may result in a depletion of your contract. You may continue to make loan payments after a loan has been reported as a deemed distribution, as long as those payments are equal to or greater than the required minimum repayment amount prior to the loan's default. These post-default payments will be considered after-tax contributions to your contract.

On the day you attain age 59½, or we are notified that you have separated from service, a partial withdrawal will be processed for the amount due and will be retained by the Company in order to pay off your defaulted loan.

For all ReliaStar Life Insurance Company contracts issued on or after January 1, 2004, if you have an outstanding defaulted loan, you will not be permitted to take a subsequent loan until the outstanding defaulted loan and any accrued interest is repaid. This will not apply to ReliaStar Life Insurance Company contracts issued on or before December 31, 2003. For these contracts, subsequent loans are permitted when there is an outstanding defaulted loan.

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## **21. WITHDRAWAL OF YOUR ACCOUNT**

If you qualify for a full withdrawal and you have an outstanding loan, and the amount available for distribution is enough to cover a) the entire outstanding loan (principal plus accrued interest), and b) any early withdrawal charge due and Market Value Adjustment (MVA) if applicable on the outstanding loan balance, then the sum of a) and b) is deducted from your Contract Value and the loan is canceled. The outstanding principal loan balance and accrued interest, if not previously reported, will be reported to the IRS as a taxable distribution on IRS Form 1099-R.

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## **22. ELECTION OF AN ANNUITY OPTION**

If you elect an annuity option and have an outstanding loan balance, you may repay this balance, or your contract value will be adjusted as described in your annuity contract.

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## **23. BANKRUPTCY**

In the event of a bankruptcy, the outstanding loan remains an obligation of the Participant.

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## **24. DIVORCE**

In the event of a divorce, the outstanding loan remains an obligation of the Participant unless it is assumed by the alternate payee through completion of the appropriate QDRO certification form. Loan payments will be allocated to the person responsible for the repayment and, in the event of default, the defaulted amount will be tax reported to such person.



## NEW LOAN PREAUTHORIZED CHECK PLAN REQUEST AND AUTHORIZATION

ReliaStar Life Insurance Company (Home Office: Minneapolis, MN) ("the Company")  
A member of the ING family of companies  
c/o ING Customer Service Center  
PO Box 5050, Minot, ND 58702-5050  
Phone: 877-884-5050 Fax: 800-531-5030



Owner Name \_\_\_\_\_ SSN \_\_\_\_\_

Contract #(s) \_\_\_\_\_

Loan File Code #(s) \_\_\_\_\_

**BANK ACCOUNT INFORMATION** (Please verify this information with your bank prior to submission. **Deposit slips will not be accepted in lieu of voided checks nor will we draft from savings accounts.**)

Bank Name \_\_\_\_\_

Bank Routing/ABA # \_\_\_\_\_ Bank Phone \_\_\_\_\_

Bank Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Bank Account # \_\_\_\_\_ Bank Account Type: Checking

**TAPE VOIDED  
CHECK HERE**

### SIGNATURE AND AUTHORIZATIONS

The undersigned request that ReliaStar Life Insurance Company draw payment each month on the bank account indicated on the **attached voided check** for loan payments on the ReliaStar Life Insurance Company contracts or certificates listed above.

In consideration of the participation of ReliaStar Life Insurance Company in the Preauthorized Check Plan ("Plan"), the undersigned agree to the following:

1. The Company will submit the draft for loan payments to the bank on the fourteenth (14th) or twenty-eighth (28th) day of each calendar month. If the loan is processed at the ING Customer Service Center on the 1st through the 14th of the month, your account will draft on the 14th of the month. If the loan is processed on the 15th through the 31st of the month, your account will draft on the 28th. If the draft date falls on a day that the Company is closed, the draft will occur on the next day the Company reopens for business.
2. A separate Preauthorized Check Plan Request and Authorization must be completed for each contract or certificate on which loans are made in the future. Loan payments on an individual contract or certificate may be drawn from no more than one bank account.



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**SIGNATURE AND AUTHORIZATIONS** *(continued)*

3. Either the undersigned or the Company may terminate this Plan upon fifteen (15) days written notice. In addition, the Company may, at its option, terminate this Plan immediately without any notice if a check drawn on the referenced bank account is not paid when presented. Furthermore, if two or more checks drawn on the referenced bank account are not paid when presented, the Company may preclude the owner or certificate holder from participating in the Plan in the future.
4. The Company administers this plan solely for the convenience of the undersigned, and the Company shall not be responsible for any act or omission resulting in a loss of rights under any contract or certificate included in the Plan which may be caused by the referenced bank.
5. This Plan does not modify any contract or certificate term or provision and shall not be construed as enlarging the rights granted under a contract or certificate. If this Plan is terminated for any reason, contract or certificate terms and conditions shall remain unchanged.
6. Any request for modification of this Plan is subject to the written approval of the Company. The Company shall mail approval to the last address of the owner or certificate holder as appears in the Company records. Modification in accordance with the terms stated in the letter or approval shall be considered effective unless the Company receives written notice to the contrary within fifteen (15) days after the date of mailing the letter of approval.

Owner/Certificate Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

Loan Payor Signature \_\_\_\_\_ Date \_\_\_\_\_

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**AUTHORIZATION TO HONOR CHECKS DRAWN BY AND PAYABLE TO RELIASTAR LIFE INSURANCE COMPANY OF MINNEAPOLIS, MINNESOTA**

*Complete this portion and forward directly to the bank listed for its records. **Do not return to ReliaStar Life Insurance Company.***

Depositor Name \_\_\_\_\_ Bank Account # \_\_\_\_\_

ReliaStar Life Insurance Company Contract # \_\_\_\_\_

Name of Bank \_\_\_\_\_ Branch \_\_\_\_\_

Bank Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

I request and authorize you to pay and charge my account for checks drawn by and payable to ReliaStar Life Insurance Company of Minneapolis, Minnesota if there are enough funds in this account when checks are presented. I agree that your treatment of each check and your rights in respect to it, shall be the same as if it were signed by me. It will not be necessary for any officer of ReliaStar Life Insurance Company to sign these checks. This right to draw checks shall remain in effect, unless terminated by you, until you receive from me termination of this agreement in writing.

Depositor Signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Depositor Signature *(if joint account)* \_\_\_\_\_ Date \_\_\_\_\_

# TSA Loan Overview

## Frequently Asked Questions

Here are answers to some of the most commonly asked questions about 403(b) Tax-Sheltered Annuity (TSA) loans.

### Am I borrowing my money?

You are actually taking a loan from your TSA. By applying for a loan, you have assigned a portion of your TSA's value as collateral for your loan. In essence, you are borrowing against the value of your TSA.

### Do I have to pay my loan back?

Yes. Under Internal Revenue Code Section 72(p), loans are required to be repaid according to the agreed-upon repayment schedule within five years (longer for principal residence loans). You may make your payment by submitting a personal check with a coupon or by establishing a pre-authorized check plan. ReliaStar Life Insurance Company requires a monthly payment in the amount shown on the coupon.

### What happens if I don't make my payments or if my payment is late?

The Internal Revenue Service (IRS) requires scheduled repayments of loans from plans. We must receive your loan payments within a window that begins 27 days before the payment due date and ends at the end of a grace period described at the end of this section. Any payment that is not received by the end of the applicable grace period is considered a missed payment. If you qualify for a distribution from your contract under applicable tax rules, funds will be taken from your contract value on the last day of the grace period and applied to cover the payment that is due, so as to avoid it being considered a missed payment.

The amount used to cover your loan payment will be considered a taxable distribution, and may be subject to contractual withdrawal charges or the IRS 10% premature distribution excise tax, as applicable. If you do not qualify for a distribution and have a total of four missed payments, the entire outstanding balance of the loan will be in default and

considered a deemed distribution that is taxable income for the year in which the deemed distribution took place. The IRS 10% excise tax on premature distribution may be applicable to this deemed distribution. A defaulted loan must also continue to be held in our records as an outstanding loan until such time as it is repaid.

Interest will continue to accrue after the defaulted loan has been deemed a distribution. This interest will be added to your defaulted loan balance and may affect your eligibility for any future loans. Generally, at age 59½ or upon your separation from service with your employer, a contract distribution will be permitted to pay the outstanding defaulted loan balance without further federal income tax consequence. If the cash value of your account is not sufficient to repay the outstanding defaulted loan balance, the entire loan will remain outstanding and accruing interest until it is repaid or the contract value is sufficient to repay the loan.

The applicable grace periods are as follows: if you have had fewer than three missed payments, the grace period ends on the 27th day after the payment due date; if you have a total of three missed payments, sequentially or otherwise, the grace period ends on the earlier of (i) the 27th day after the payment due date and (ii) the last day of the calendar quarter in which the payment was due. Please consult your tax advisor for additional information.

### What is my minimum loan amount?

The minimum loan amount must be at least \$500 for most fixed annuity contracts and \$1,000 for the ING StrataFlex Annuity, ING MVA Annuity, and certain other annuity contracts. The minimum loan amount for variable annuity contracts is \$1,000.

### What is the interest rate charged on my loan?

#### • Fixed Rate Loans

**For all products** except the ING MVA Annuity and ING FutureLink Equity-Indexed Annuity, a fixed interest rate is charged for TSA loans. Currently, a loan interest rate of 5.50% is charged for the entire term of the loan. For variable annuity contracts subject to ERISA, a loan interest rate of 8% is currently charged for the term of the loan.

#### • Variable Rate Loans

**For the ING MVA Annuity**, the interest rate for new loans will be equal to the Moody's Corporate Bond Yield Average – Monthly Average, for the calendar month ending two months before the date on which the new loan interest rate is effective. Annually, on the loan anniversary date, the loan rate will be adjusted if the new Moody's rate is an increase or decrease of more than 0.50%.

**For the ING FutureLink Equity-Indexed Annuity**, the interest rate set for new loans will be the greater of 4% or the Moody's Corporate Bond Yield Average – Monthly Average, for the calendar month ending two months before the date on which the new loan interest rate is effective. Once determined, the interest rate for a loan will remain in effect for at least three months, and will be determined again at regular intervals at least once every twelve months. Rates on existing loans may be adjusted if the new Moody's rate is an increase or decrease of 0.50% or greater.

## Do I earn any interest on the outstanding loan balance?

ReliaStar will hold a portion of your contract value equal to the outstanding loan balance as security for the loan. For the ING MVA Annuity and ING FutureLink Equity-Indexed Annuity, the interest earned on the loaned funds will earn the same rate of interest as the rest of your contract. For all other products, the interest earned on loaned funds is 3.00%. Please note, this rate may be less than the interest rate you are earning on the unloaned portion of your contract.

## What happens to the interest I'm charged? Is it tax deductible?

The interest you are charged on your TSA loan is paid to ReliaStar much like the interest you are charged on a loan from a bank. In some cases, like principal residence loans, this interest may be tax deductible. In general, the Internal Revenue Code Section 72(p) provides that any interest paid or accrued on a loan is not tax deductible if the loan is secured by amounts attributable to salary reduction (i.e., the contributions in your TSA). ReliaStar cannot make this determination for you. To determine whether or not the interest you will pay on your TSA loan is tax deductible for you, please consult your tax attorney or accountant.

## Can my monthly TSA contribution be used to make my loan payments?

No. You make contributions to your annuity on a pretax basis. The IRS requires that loans be repaid with after-tax funds.

Therefore, your TSA contributions are not eligible to be used when making your loan payments.

## Can I pay off my loan early?

Currently, ReliaStar allows you to pay more than the required monthly payment. In doing so, your principal loan balance will be paid down more quickly. Keep in mind, however, that you cannot "prepay" a monthly payment. If you pay more than the required current monthly amount, you are still not released from making your payment the following month. If you wish to pay your entire loan balance off early, please contact ReliaStar for written consent and the payoff amount at the time you are ready to make the final payment.

## What if I'm on an unpaid leave of absence from my employer?

If you're on an unpaid leave of absence, federal law allows your loan payments to be deferred for the length of your leave or one year, whichever is less. *ReliaStar must be advised of your leave in writing by your employer prior to your leave to obtain this payment deferral.* Your loan will continue to accrue interest at the specified rate during the leave. At the end of this time period, your loan payments must resume and the remaining loan balance must be paid within the original term.

## Can I have more than one loan?

Except for the ING MVA Annuity and ING StrataFlex Annuity, you may take up to four loans in a calendar year on a nonguaranteed basis if you have funds available. ReliaStar allows you to take

loans up to the maximum allowed by IRS regulations. If you have an outstanding defaulted loan, you may not be permitted to take a subsequent loan until the outstanding loan plus any accrued interest is repaid. For the ING MVA Annuity, a maximum of one (1) loan is allowed to be outstanding at any time. If there is a prior loan taken which is now in default, no new loan may be taken until you have repaid in full the defaulted loan, plus any accrued interest. For the ING StrataFlex Annuity, a maximum of one (1) loan is allowed per contract year. If there is a prior loan taken which is now in default, no new loan may be taken until you have repaid in full the defaulted loan, plus any accrued interest. Generally, total loans must not exceed the lesser of \$50,000 or 50% of your TSA's value. Any outstanding loans will affect the amount available. Please call our toll-free number, 1-877-884-5050, and speak with a customer service representative if you'd like a quote.

## How do I find out more?

Your ING representative will be happy to answer any questions. You may also call a customer service representative at 1-877-884-5050.

This bulletin is intended to respond to commonly asked questions about TSA loans. It's not intended to provide legal or financial planning advice. We recommend you see an attorney, accountant, or qualified financial planner for individual advice.

All guarantees are based on the financial strength and claims-paying ability of ReliaStar Life Insurance Company who is solely responsible for all obligations under its policies.

Refers to the following TSA policies: T-264 2-87, T218 2/86, T-193 11-83, T-304 9-88, 03803 12-96, 03804 12-96, 13000 2-95, 13004 2-95, 13076 7-99, 13078 7-99, 13081 7-99, 15248 5-92, 15218 R8-90, 15187 11-90, 15385 1-92, 15255 12-93, 40031 12-03, 40030 12-03, 40036 2-04, 40063 11-04, and 40064 11-04.

Portions of this bulletin also apply to Policy Form Nos. 03501 7-00, 03801 3-98, and 04201 11-00.

[www.ing.com/us/tsa](http://www.ing.com/us/tsa)

Annuities are issued by ReliaStar Life Insurance Company, 20 Washington Avenue South, Minneapolis, MN 55401. Variable annuities issued by ReliaStar Life Insurance Company are distributed by ING Financial Advisers, LLC, (member SIPC), 151 Farmington Avenue, Hartford, CT 06156. Both are members of the ING family of companies. Cn53094042006



N.P.MS.32-2 (5/05)

**W-9**

**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.